App. F. IX-4

*Previous References* 1939-30 (J.O. 7) Previous

**File No.** 2-29

**Serial Nos.** 4, 5, 9-10

*Later References*

J.O. f 31-30 (5, 10, 12, 14)

J.O. f 73-31 (1-4)

p.135(E)

# General and Revenue Secretariat.

J.O. f 14-33 (1-3)

J.O. f 24-34 (11-14)

*Serial Nos.* Twelve.

**Part B for** September 31.

**SUBJECT:**

Agreement executed by messrs W.J. Bm & Co, for the distillation of J. oil in America.

General and Revenue Secretariat | S. D. 7. File No. 2 of 1929

| | Serial No. | |
|---|---|---|
| D. 1294. | 4 | Letter dated 26th July 1929 from Mr. N. Madhava Rao submitting a report on the arrangements for the distillation and sale of sandalwood oil in America. |

Secretary's note on the p.u.d:

Has been perused by I mem

Compare the terms of the Sales and distillation contracts — clause by clause with the previous agreements. Send one copy of each to the Dir. S.D.7. for similar scrutiny with a request that he will submit any suggestions that he considers necessary.

2 Send copy of letter to Dir. S.D.7.

3 write to Comptroller to instruct Conty by cable to pay Bush Bro's bills on Counter Signature by Mr. Madhava Rao

Inv N.R. 8/8.

4. Points requiring study are:

(i) Reduction of rentinoy and Shipping freights on Sandalwood, with a view to secure greater advantage in favour of American distillation.

(ii) Details proposals of the Chemical Stores to obtained crude

Do appd. this will be arranged.

Note—Contn. Sheet

WD 01684—GPB—30,000—20-4-29

Similar case: Dir. Civil Supplies - D.1643. S&H 4-29-1.

Serial No.

dgrs dear may be consulted.
(vide file no 29-29-5 D. 29 for details)
For orders.

(iii) The scope of the Society &c. and how far it can be acted upon has been examined.

(iv) A flat rate of 10 ℔ is proposed to be adopted - This may perhaps be modified to "actual expenses not exceeding ℔10 a ton".

(v) Authorising person could be by way this bill of lading or Countersignature by Mr. Madhava Rao

(vi) Provision for arbitration and for reference to the chief judge in the event of the finding of the arbitrators not being unanimous.

Extract from Mr. Madhavarao's letter may perhaps be sent to the Agent in order to obtain the chief judge's approval. For orders.

5 Subject with the above with reference to (i) & (iv) - After receipt this file may perhaps be sent to the A.R. for favour of remarks on the agreements.

18-12-0-29.

6 Mr. Madhava Rao, in his letter, has requested that the necessary instructions may be issued to Messrs. Courtaulds &c. for the payments of expenses of Bowen & Co., (1½% Commission on Sales & Distribution & clearing etc charges) on the Countersignature. pending the issue of formal orders of Govt laying down the terms in detail &c after scrutiny of the agreements etc. the Complete order may be requested



WD 01634—GPB—30,000—20-4-29

Serial No.

by cable

to authorise payment by Cooke & Co. of Bombay Co's Bills for Sandalwood Oil Expenses, on the authority of Mr. Madhava Rao's Countersignature

Detailed notes on the several other points will be submitted after receipt of the letter to Comptr. Meanwhile the Dir may be asked to furnish remarks & send a representative. Although

Eng 12/8/29

Dev Secy

12/8

8 to appl

1st Member

1100

12 8 29

9 Draft to Comptr Eng 9/8/29
appd. Vide alterations & additions in draft.
10 Ref to Dir re terms of Contract to be made without delay.
11 Other points regarding orders to be noted.
Very early

14.8.29

12 Issue & note further as required above.

16/8/29

I draft fin Memoff with Members revision

16/8/29

13

Fair draft to the Comptroller & to the Dir. S.O.F. Submitted for perusal before issue

Eng 16/8/29

Since dated and placed in the file and shown to Secy

14 Issue

Eng 16/8/29

16/8/29

Dev Secy

16-8-29

WD 01684—GPB—30,000—20-4-29

| | Serial No. | |
|---|---|---|
| Sent to Bazaar along with file No. D. 1447 Sy. 21-29 and rec'd back as 24. 8. 29). | 9 | Letter No. D. 2044 dated 21st August 1929 from Dir. S. D. 7. forwarding copies of Distillation and Sales Agreements for suggestions and ~~recording~~ engineering how bottle dusk is ~~putting to~~ utilised. |
| | | 15 Points for orders are noted in para 4 above and action has been taken regarding (i) & (v) of that para — orders are now required on (ii), (iii), (iv) & (vi) |
| D. 68 D. 2 Cy. 3 D. 29-1 Sy 17-8-29 | | 16 The G. O. sanctioning the appointment of Trade Commissioner does not make mention of the manner of paying the pay of Major Bush Dy. D. The Comptroller has been now requested by a letter to pass all expenses after Countersignature by Mr Madhavarao. It is necessary to issue a formal G. O. sanctioning the Comptroller to pass the Countersigned bills. Trade Comm. also. |
| | | 17 Submitted for orders. 18. 26. 8. 29 |
| | | 18 Regarding (i) Mr. Madhava Rao has been asked what if any possible to secure reduction of freight charges by negotiation. The Dir. S. O. F. who has been already asked to consider this question, may be asked to expedite his proposals as the major portion of the current years supply of wood to America has to be sent before the end of Dec'r 29 to meet outstanding Contracts. |

Note—Contn. Sheet

WD 01681—GPB—30,000—20-1-29

Serial No.

For despatch of the distilling company — we do not agree to the yield or the standard of purity of the oil — there seems to be no specific penalty or clause, except the general provision that all damages etc to Govt will be guaranteed by the Swedish Rokeby Company. The G.A. may perhaps be consulted about the sufficiency of this provision.

For the clearing, cartage etc charges Mr Madhava Rao proposes a flat rate of 10 dollars per ton. Whether "actual charges not exceeding 10 dollars per ton" may not be paid is a point for consideration. The Dist's opinion may perhaps be called for.

2 The agreements may perhaps be forwarded to the Excise branch after the Dist's remarks are received.

Sd/ 3.9.29.

Dep Secy

30/8.

W/R with complts for favour of opinion on the point marked A.

Sd/ 3.9.1929

U.O. No. 15.

Forwarded to the Government Advocate with compliments for scrutiny of the Draft Agreement and opinion on the point marked at A.

Sd/ Mahadevaraya

Dep Secy to Govt

Law Dept

5/9

GOVT. ADVOCATE'S OFFICE
- 5 SEPT 1929
BANGALORE.

Note—Contn. Sheet

WD 01684—GPB—30,000—20-4-29

Serial No.

Ag. No. 11 | 29-30
27-9-1929

22 I have gone through both the agreements carefully. Clause 14 of the distilling agreement provides that the agreement ipso facto terminates whenever the company fails to carry out any of the stipulations of the agreement and clause 11 provides for the furnishing of security by the company for all damages which may be incurred by Government as a result of any default on the part of the company. Under these circumstances, it does not seem to me to be necessary to require the inclusion of a separate penalty clause in the agreement

Bangalore,
9th Sept. 1929

M. Ramachandra Rao
Government Advocate.

94/9

23 The arbitration clause (clause 18 of the Distilling agreement & clause 19 of the Sales agreement) introduced into the draft agreements is of considerable importance & requires very careful attention. I have received the Exemption agreement objected, and the same objects will be embodied in the present agreements & the clause is now being examined. I have further to add with regard to after examining all its implications & also make suggestions to avoid future difficulties.

D. M. Rao
27/9

Also sent with Comps.

The modifications suggested by the

GEN. & REV. SECRETARIAT
27 SEP 1929
DEVELOPMENT BRANCH



WD 01684—GPB—30,000—20-4-29

opinion (7

1. The Arbitration clause, contained in both the distilling and the sales Agreements, requires careful consideration. As Mr. Madhava Rao says in his letter of July 26, 1929, this clause is a repetition of a similar clause in the old agreement with the Essenfleur Products. It was strenuously contended by the Defence Counsel in the Sandal Oil Defalcation case, that this Arbitration clause was a condition precedent to any right of action that Government may have against their agents and this point is engaging my careful consideration in connection with the proposed civil action against Essenfleur and its directors to recover the misappropriated amounts.

2. Now in the present draft agreement with Messrs. Bush & Co., it is clear that the Company being a corporation organised and existing under the laws of the State of New York and having its principal place of business also within such jurisdiction, it may become absolutely necessary for the Mysore Government to seek the aid of the New York Courts in order to realise the amounts that may become due from the Company, in case of its default. It would certainly result in great waste of time and labour if Government have to seek the aid of those tribunals in every matter of dispute or difference that may arise during the

course of the working of the agency. If a procedure can be found by which the Mysore Courts can give an effective judgment which can be enforced in New York against the Company then the difficulty will be solved to a great extent.

3. Again, the arbitration clause as it now stands makes no provision as to how an award is to be enforced. Even if the Mysore Courts grant an exparte-decree on an award under the Arbitration Regulation (I of 1917) against the non-resident foreign Company, it cannot be enforced in the American Courts. Without a decree, there is no means of enforcing an award in a foreign court, since under the English and American Law an award by a Foreign Arbitrator which requires an enforcement order to render it enforceable by the local law, is not a judgment of a foreign tribunal enforceable by action in another country (Russel on Arbitration page 266, Citing Merrifield Ziegler & Co., vs Liverpool Cotton Association 1911, 105 &.T.97).

4. Under the principles of International Law recognised in America, a State can acquire jurisdiction over a defendant in personam by his consent, which consent may be given either before or after action has been brought (32 Harvard Law Review page 784). But this consent must be express and may be by giving a power of

attorney to confess judgment or by authorising an agent to receive service of process or by authorising some other mode of service or by accepting or - - - waiving service or by entering a general appearance. (39 Harward Law Review Page 570).

5. In the arbitration clause as now stands, there is nothing to show that the Company has agreed to submit itself to the ~~jurisdiction~~ jurisdiction of the Mysore Courts in case of the enforcement of an award. It has been held in the case of the Duff Development Co., vs. The Kelantan Government (1924 A.C. 797) that an agreement to submit to arbitration cannot be deemed to be a submission to the jurisdiction of the foreign court when it is moved to enforce the award made in such arbitration. It is therefore necessary that there should be a specific contract by which the Company agrees to submit to the jurisdiction of the Mysore Courts in the matter of enforcing an arbitration award. It must also specify the mode of service of writs e.g., by post, to which the Company should signify its consent. Express mention may also be made in the arbitration clause that the same should be construed to be a submission under the Mysore Arbitration Regulation, to which all its provisions are to apply so far as applicable.

6. Once it is agreed that the award has to be enforced by an order of the Mysore Courts, it does not seem to be desirable to have the Chief Judge as the sole arbitrator. Being the highest Judicial Officer of the State his services should be reserved for settling the disputes when they go to Court. The clause may therefore be modified as follows:--

"All questions.....shall be referred to an umpire to be nominated by the Government of Mysore....."

7. The following additions have also to be made to the clauses as they now stand.:--

(1) The parties hereby agree that ~~that~~ this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation shall apply, so far as applicable.

(2) The Company hereby consents to submit itself to the jurisdiction of the courts in Mysore in all matters relating to this agreement and agrees that a service of notice or summons duly sent by registered post, to the address of the company given above shall be valid, ~~and~~ effective and binding.

(3) The Company hereby consents that an award ~~or judgement~~ either by the committee or by the umpire, or by the Courts in Mysore for any amounts found due by it may be entered against it in any court, State or Federal, within the State of New York upon proof of the award or

judgment as the case may be.

(4) The interpretation of this contract and the rights and obligations under it of the parties thereto, shall be determined in accord ance with the law as in force in Mysore.

8. In clause 5 of the agreement, it is said that "credit shall not be allowed for any peri exceeding one month", thereby implying that the Company would be acting properly by allowing a credit of one month. But in Clause (6) it is said that any credit allowed shall be at the risk of the Company. To obviate any possible inconsistency, I would delete the sentence about credit sales in Clause (5).

Sales.

Again in the 2nd para of Clause (6) an obligation is thrown on the company to remit the price of oil sold if within six months of sale, such price is not recovered from the pur chasers. This clause postpones the liability imposed in para 1 of this clause and may lead inconvenient contentions being raised, as was done in the recent sandal oil defalcation case in which it was attempted to make it appear that the Essenfleur Co., was, by virtue of a similar agreement, not an agent at all but a purchaser so as to exonerate the accused from all criminal liability.

I would therefore omit this second para in clause (6) altogether.

M Mahadevappa
Legal Remembrancer.
11.9.29

1254

Serial No.

25 The modifications suggested by the LR maybe accepted, and the documents in Messrs Bush T Co maybe required to execute documents in the revised form

1st Member

28/9/29

Q107 7/10

25 I am afraid action for execution of the documents cannot be taken before the Director's comments on the provisions made in the two draft Agreements sent by Mr. Madhava Rao, are received. The Director has not yet ~~xxxxx~~ replied to our letter of the 21st August 1929. The execution of the documents has long been pending and it is undesirable to permit any further delay in settling this matter. The Director may, therefore, be requested to expedite his reply to our communication of the 21st August.

Send urgent reminder

27 A copy of the Legal Remembrancer's note dated 26th September 1929 may also be sent to the Director. The points relating to the Arbitration clause mentioned in this note are of a legal nature and the Legal Remembrancer's advice has to be accepted. At the same time, the Director may, have some thing to say from his own point of view and if he has any, it is best to give him a chance to say it. As regards points referred to in para 8 of the Legal Remembrancer's note it would as well to obtain the Director's views on them.

n. Sheet

WD 01684—GPB—30,000—20-4-29

Serial No..

2 In para 2 of his letter dated 26th July 1929 Mr. Madhava Rao has referred to the possibility of reduction in the railway and shipping freight on sandalwood which can be secured by negotiation. The disposal of the draft documents need not wait for the settlement of the freight question which is an independent one and requires negotiation with the Railway and Steamer Authorities and the Director may be requested to deal with this matter separately.

3 In para 6 of his letter Mr. Madhava Rao refers to the detailed proposals awaited from our Chemists Messrs Seil Putt & Risbi Inc. There is a remark on the margin of page 1 of the above notes to say that the Chemist's report has since been received. I have also a recollection that this report was sent to the Director for his remarks. I am not sure if we have heard in reply from him. He should be requested to expedite his reply on this subject as it may be necessary for settling the relevant clause in the document.

4 The assumption to which Mr. Madhava Rao alludes on page 5 of his letter is a point to be kept in view to have it verified by the Trade Commissioner with reference to the accounts to be obtained from Messrs Bush & Co. from time to time.

5 As regards the modification of the Arbitration clause, it is necessary to consult Messrs Bush & Co., if they are agreeable to it. We might take up this point along with other

The Director has since reported that the enclosure sent by Mr. M. M. Rao to Messrs Seil Putt & Risby are alright and that no further enclosures are necessary. The letter has been returned by I Member - D. 2288 S.F. 44-29-30.

NOTE--Contn. sheet

WD 589—GPB—300—27-8-29.

Gen al & Revenue Secretariat. | S.07 File No. 2 1284 2957 of 1929

Serial No.

modifications if any, considered necessary in the light of the Director's recommendations and our own study of the two drafts.

21/10/29

4 10 29

31 Opn

Sig 5/10/29

6 Letter dy 9.9.29 from Trade Commr suggesting that the secrecy of bids of mess Burn Bros. should be done by Govt Dirs

7 Letter No. 17428 dy 29 from Dir, S.O.F. requesting opinion of T-C's suggestion at 8 a. b.

32 Sent with 2 drafts. Sig. S. 10. 29.

33 Same draft to Dir. S.O.F Sig 8/10/29

From the Director, S.O.F No. 1789 dy 7.10.1929.

Furnishes his remarks on the several clauses referred to in the agreements.

34 For facility of reference, the opinions of the Dir. S.O.F. is noted against the respective clauses of the two agreements. It is submitted that the opinion of the Ld. Law Mr. yet been sent to the Dir. and the latter's views are not therefore on record. It is for orders whether the file may not be

NOTE--Contn. sheet

WD 583—GPB—300—27-8-29.

3265

App. F. III—2]

(15

General and Revenue Secretariat

File No. 2 of 192 9.

Serial No.

Send unofficially to the Director for reconsidering his own views on the opinion of the L.R. The two drafts already put up are for orders.

14.2.4.Dr 29.

35 The file may perhaps be sent unofficially to the Dir. S.e.F, for his further remarks if any in the light of the remarks made by the L.R.

36 Regarding the second draft G.O. re: passing of bills of Boards &c provisionally in the first instance it is a point for orders of the Comptroller and may also be considered unofficially before issue.

Unno 288 dt 30.10.29. Yes

Unno 288 dt 30.10.29. Yes

Sir B Hill 5.11.29.

Secy 30/10/29

der Secy

28.10.29

Sy

GEN. & REV. SECRETARIATS
30 OCT. 1929
MADRAS

Note—Contn. Sheet

WD 066—GPB—80,000—26-7-29

General and Revenue Secretariat | File No. 2 of 192 9

Serial No.

293
1-11-29

Encls:
2 agreements with Mrs:
L.R.'s Opinion -
pages 7-11 of Mrs).

Memo
2880/3570
29

3/ Draft agreements by Messrs Brush
Bros:

— " —

Forwarded, with Compliments, to the Director, Sericulture, for favour of further remarks in the light of the Legal Remembrancer's opinion herein enclosed, the favour of a very early reply is requested.

By order
Ramaprabha
for Secretary to Govt.
Development Deptt.

V

4/ 2280-22-8-2
1-11-29

5/ Returned with compliments, to the Secretary to the Government of Mysore, Development Department.

As suggested by the Secretary, Law Department, para (2) of Cl.6 may be omitted altogether and the arbitration clause modified on the lines suggested by him.

6/ Credit of 10 days is being usually allowed to our customers in America by the Agents. If the portion relating to this is deleted from Cl.5, the Agents will have to sell the oil only for cash and no question of bad debts would arise as contemplated in para (1) of Cl.6.

7/ There are few cash sales and most of our sales are on credit basis. It is therefore necessary to fix the limit upto which credit could be given to the customers at the discretion of the Agents.

8/ Para (1) of Clause 6 not only holds the



WD 01684—GPB—30,000—20-4-29

Agents

Serial No.

Agents responsible for all bad debts but also for all risks taken by them in giving long credits. I would therefore suggest the retention of the credit clause in Clause 5 of the Sale Agreement.

Bangalore,
1st November 1929.

Director,
Sandalwood Oil Factory.

U/R agree with the Dir about cl 5. If approved, the L.R. will be requested to have a draft of the agreement licensed as revised, & the revised agreement will be sent to the Trade Comr (after being executed here by the Dir).

(1st Member)

U/R yes. Please let me see the revised draft

U/L R with compliments, for favour of having a draft of the revised agreement prepared

U.O. No. 40. 13.11.29.

Immediate

Forwarded with compliments to the Government Advocate for favour of furnishing the drafts required. This may kindly be treated as immediate

BO.

Legal Remembrancer

1. Distilling agreement
2. Sales agreement



WD 01684—GPB—30,000—20-4-29

Serial No.

46

Returned with compliments.

I enclose herewith the revised drafts as desired. I have ~~x~~ made a few alterations. In the first para of the Distilling Agreement, the Director had suggested the use of the words 'Sandalwood supplied by the Government of Mysore', instead of the words 'Mysore Government Sandalwood'. Instead of altering the words 'Mysore Government Sandalwood' as suggested, I think the same object can be secured by omitting the words 'Mysore Government'. This has necessitated the omission of the word 'Government' in the beginning of para 3 and in para 10 also.

K. Ramachandra Rao

22-11-1929. Government Advocate.

---

47 I have made some slight alterations & there.

D. M. 11/12

Direct with Compts

11/12

48 I have scrutinised the drafts. One or two verbal alterations seem necessary

49 cl. 4 & 7 of the distillation agreement have to be made. Contain stipulations both the Mains Bush have to agree.

50 cl 12 of the distillation agreement & cl 12 of the Sales Agreement are at variance with the practice so (temporarily, it is true) by Commission & express may Govt. & Minister be framed by the T.C.

Z.

NOTE—Contn. sheet.

WD 066—GPB—30,000—26-7-29

3265

Serial No.

51 The place of meeting of the Conference may be fixed - preferably at London.

1st Member

12 12 29

52 The draft may now be sent for the acceptance of Messrs Burke & Co, with a request that they might send documents (in the terms of the draft) executed for their part.

1st Member officiating Chief Secy

12 12 29

Eng

13 DEC. 1929

53 I have underlined in blue pencil portions of the draft agreement which seem to me to require further examination.

54 The references made to the Trade commissioner may be uniformly worded in both the agreements.

Mem 18/12

Eng

18/12

55

The drafts as they now stand 18 12 29 May be sent to the Co by the Dir and if the former accept them they might execute them and send them to the Dir for execution of them on his part.

Mem 26/12/29

27 12 29

Note—Contn. Sheet

WD 066—GPB—80,000—26-7-29

2265

8513.

App. F. III—2] (20

General and Revenue Secretariat. | File No. 2 of 192 9

| Serial No. | |
|---|---|
| 56 | Submitted a draft to the Dir. Regs for orders whether the draft of agreements may be sent to the Trade Commissioner also. KS. 27.12.29. |
| | 57/Secs. 28/12/29 |
| 11 | To the Dir—Sot= No 7547 of 2-1-30 Ten copies of the Draft agreements for being sent to them. Both Secs for Execution if they approve of them. |
| | Copy of the Trade Comm's No 7547 of 2-1-30 |
| 12 | Letter No. 5300 dated 3rd April 1930 from the Dir. S.O.F. forwarding copy of letter from Messrs Bush &c. Suggesting that the limits about the optional Rotation in clause 4 of the Distilling agreement be withdrawn. |
| | 58. Submitted with Regrets for orders. KS. 4.4.30. |
| 59 | The Dir's opinion (As in Regd) Encs 574 (Above Secy) may be accepted |

Grove.

GENL. & REV. DEPARTMENT
9 JAN 1930
DEVELOPMENT BRANCH

6029 NOTE—Contn. sheet.

WD 066—GPB—30,000—26-7-29

copies. We may (except this to the Committee which/Sf Members meets today morning) 8/4/30

5.4.30 Secy

General and Revenue Secretariat. File No. 2 of 1929.

| Serial No. | |
|---|---|
| | 61 Was discussed at the S.O.Bd - Dr Coulson advised that his suggestion & the Distillers might be accepted. 6/4/30 |
| | 62 Draft. Subd. 18.4.30. |
| | 63 Form returned before mine. Aug. 19/4/41 |
| 19/4 | 64 Issue forwarded to Members for info. 6/4/30 Aug. 19/4/41 |
| | 13 Letter No. D.1169 D dated 16th April 1930 from Dir. S.D.F. stating that the Suggestion of ~~Messrs Brown & Co.~~ Messrs Brush & Co. may be accepted, and requesting that prompt arrangements may be made for the execution of the documents. |
| Optical rotation | Copy & T.P. No. D. 1169/9/16 4 30 |
| | 65 Subd after issue. 18.4.30. Subd to 1st Member 17.4.30. |
| | 66 Subd 18/4/30 Aug. 19/4/41 |

6296

NOTE—Contn. sheet.

WD. 066—GPB—30,000—26-7-29

General and Revenue Secretariat. S.V.7 File No. 2 of 1929.

Serial No. 14

Letter no. 6864 dated 24th June 29 from the Dir. S.-w-R. forwarding an extract from the letter from Messrs Bush Tes. representing that the Company cannot prefer any claim against shortages in weight and that they can only render necessary assistance to Govt.

5) According to the distillation agreement as at present drafted, the responsibility for taking steps to recover sums for all shortages and losses from the Insurance Co. under cover of the insurance policy rests on Messrs Bush Tes. The Distilling Agents now represent that the responsibility should rest with Govt. and that the Co. will render all practicable assistance ~~unless they are authorised by a special power of attorney authorising them~~ to prefer such claims. The Dir. recommends the Contention of the Agents. Subject to orders if clause 5 as now proposed to be amended may be approved. 6) As the insurance policies relating to the consignments are taken out by the Director (vide cl. 3 of the distilling

NOTE—Contn. sheet.

WD 066—GPB—20,000—26-7-29

General and Revenue Secretariat — File No. 2 of 1929.

Serial No.

agreement). Messrs. Bush & Co should consider that claims under the policy have to be instituted by the Dir himself & cannot be done by any other under the general terms of the diving agreement. The Legal Remembrancer may perhaps be consulted regarding this. Certain formalities such as notification to the agents of the insurance Company of damages & losses, examining of Survey reports etc will have to be attended to within prescribed times, and such action could be promptly taken by Messrs. Bush & Co, at their end, they will have to be asked to take all such action as required under the terms of the policy, in pursuance of the stipulation made in the revised clause that "the firm will render all practicable assistance to Govt". The Dir may perhaps be further consulted unofficially whether this would be possible

Dey Secy) 6.9.

Aug 1/31

I think that someway the action should be taken under the policy could be more promptly taken by Messrs Bush & Co than by us; and a special Power of Attorney would therefore be more convenient than a change in the agreement

To Gajapathi A

L R with complts for favour of opinion

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

8/7/30

Aug 8/7

110210

Serial No.

71 I agree to the proposals at A. also the arrangements should be made to the Spirits Powers of Attorney, and I have incorporated the necessary clause in Cl: (3) of the distilling agreement.

72 The proposal of the Co: to rather have a Sub-factory

Dy Mr/Co

Have seen with Comps

15/10

73 Please put up draft reply in accordance with the suggestions of the Law-Off

Sd

15/10

Mrs

15/10/30

74 Sahib with a draft.

16.10.30.

For approval

Mrs

16-10-30

Draft Letter

Sd 17/10

Mrs

17/10/1930

Kind enquiry.

75 Vide note put up by the Director. I agree with the arrangement suggested by him regarding the advance

Sd/C.B. 27/10

OFFICE OF THE THIRD MEMBER OF COUNCIL
27 OCT. 1930
No. 1249

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

File No. 2 11080 2967 of 1929

General and Revenue Secretariat

Serial No.

76 If as minuted by the 3rd member the Dundee proposals are accepted the only change to be made in the draft agreement is to omit the words placed in square brackets referring to Messrs Booth taking action to secure waiver of shortages etc from the underwriters. With this sentence omitted the draft may now be approved and the Dundee Asst Collr informed accordingly.

77 The surveying surveyor in connection with claims of this kind under rules is a subordinate matter and need not be dealt with in a clause in the agreement but any necessary power of attorney necessary to enable Messrs Booth to take action in this respect.

27-10-30 27/10

Dy Secy

Dy Secy 28/10/30

78 Forwarded with compts to the Asst Collr in favour of opinion agreement Dundee 30/3/ of the draft with the alteration in brackets in para 76 is suitable.

27.10.30

28/10/30

Returned with compliments. The Secretary to the Board

Note—Contn. Sheet

No. 2162 6/7.11.30

General and Revenue Secretariat — File No. 2 of 1929.

Serial No.

OFFICE OF THE THIRD MEMBER OF COUNCIL
10. NOV. 1930
No. 1564

Description of Agreement. cl. 3 as suggested by Messrs Bird & Co seems to be the most suitable, as under this clause they will be bound to execute all documents to enable us to claim expenses

W. Shelton
6. 11. 30 Under S. O 9/1 on file

7/11

SD. Subs for orders with regard, if the Director's opinion is accepted, a power of attorney as suggested at paras 69-71 will be unnecessary.
K&MS. 11. 11. 30.

Dir Rec'd 9. 11. 30

10/11

81 The special power of attorney was suggested by the Law Rep. but the recommendation of the draft agreement as received which make the Sp. Power of Attorney unnecessary. A draft in accordance with the Dir's recommendation will be put up unless it is considered that the point about which there is difference of opinion may be personally discussed by the Dir + L-R and settled.

Third Member. 10/11.

82 The Director is directed to proceed on the basis of the draft agreement as modified by the Third Member. 10/11/30

NOTE—Contn. Sheet.

WD.02553—G.P.B.—50,000—8.7.30

29

297

File No. 2 of 1929.

General and Revenue Secretariat

83 Please draft adopting suggestions of Mr. Dix.

Sd.
11/11
Secy
11-11-30

OFFICE OF THE ... SIL
THIP...
13 NOV. 1930
R 1636

84 Draft. Submd.
Secy 12-11-30
Mr. Dix
For approval
Secy
12-11-30
(Dev Secy)
12/11

Sd.
13/11
and enclosures.
Secy 13-11-30

Sd.
13.11.30

85 I agree
Secy
13-11-30

Letter no. D-5337 dated 15th Nov. 1930 to the Dir. S. & F. stating that clause 3 of the drilling agreements as suggested by Messrs. Burch Co may be accepted and requesting that arrangements be made for the execution of the agreements without delay.

86 It is not known whether Messrs Burch Co. have executed the agreements. Submitted with a draft.
Sd. K.D.
7.2.31.

87 I agree
Secy
7/2/31

Issued vide D. 825-G/29
9.2.31

15/11

Sd. M.20

GEN. & E.P.H. SECT.
13 FEB. 31
DEVELOPMENT

VT 1 67:4



| Serial No. | |
|---|---|
| 11 | Letter no. 4138 dated 16th March 1931 from the Dir. S. & T. forwarding copies of Distillation and Sales Agreements submitted by messrs Rusk & Co. |

8a. Distilling Agreement:

Clause 7 lays down that deliveries of oil to customers shall be made in sealed tins of 2½ lb of oil each; the Dir. thinks that the Co. may be addressed that there will be no objection in effecting sales in lb bottles provided the bottles bear the Govt. Seal. This suggestion is for orders. The agreement is otherwise altered and is in accordance with the terms approved by Govt.

8a. Sales Agreement: (Last para page 6)

This clause includes certain words "not required to be settled by arbitration"; these words were not suggested by the D.R. nor were they mentioned in the original agreement. It is for orders if they may remain. These words do not find a place in the Arbitration clause appearing in the Distilling agreement.

9a. This may be accepted. MCG 28/3/31

9a I think so too. MCG 28/3/31

These words do not form part of the Agreement with the earlier portion of the clause and may therefore stand. MCG 28/3/31

9a. If approved, copies of the agreements will be sent to the T. & C. [illegible] 26.3.31. Dev Secy.

9a. May I do so MCG 28/3/31 Yes MCG 28/3/31

NOTE—Contn. Sheet.

WD 02553—G PB—50,000—8-7 30

95 taken in S'th Wales may be much
as provided
96 b/h regard Term 2 of the
Distilling agreement if would be
advantageous if an understanding
was reached as to what would
be a reasonable notice. I
believe Mr Ai expects to
effect greatly increased sales
in America, & there may
have been corresponding
expansion in Distillation

97 This could be settled when the next arises

(1st Member) K.P.

2.4.31 Mcc 4/4/31

Mcc 4.4.31

K.P. 4.4.31

98 S/T Mcc 6/4/31

99 Draft letter for orders.
K.P. b.4.31.

100. J Mcc 6/4/31

Letter No D. 9409/29 W 4/31 dated 17th inst. 17
S/T calling for the original stamped and registered agreements.

Sec Agric.
LDY/87.

OFFICE OF THE FIRST MEMBER OF COUNCIL
4 APR. 1931
No. 653

GEN. & REV. SECRETARIAT
13 APR. 1931
DEVELOPMENT BRANCH

Serial No.

Letter nos. Do 45-85 dated 20th April '31 from the Dir. S.D.F. requesting return of Agreements sent by him to enable him to take necessary action immediately regarding Reg.ns 101. In our letter dated 10th April '31 the Dir. was requested to send the original Stamped and registered agreements for safe custody. He now wants the agreements already sent to be returned to him to enable him to take action immediately. It is therefore doubtful if the documents have been duly registered and stamped, to satisfy legal requirements. Submit with a draft.

KB. 25.4.31. 102 Sd/-

KB

25/4/31

Letter nos. 95-5/29 1.5.31 to the Dir. S.D. returning the agreements and asking for copies thereof, with the original.

KB.

103. Submit with a draft requesting the early submission of the agreements executed by messrs Burah & Co.

KB - 4.8.31

KB 104 Sd/-

MCs

Issued nos. 8398 4/8/31

8.8.31

GEN. & REV. SECRETARIAT. 5 AUG 1931 DEVELOPMENT BRANCH.

GEN. & REV. SECRETARIAT. 18 AUG 1931 DEVELOPMENT BRANCH.

NOTE—Contn. Sheet.

125 31.

WD 02553—G P.B—50,000—8-7-30

Letter no. 879 dated 1st Sept. 1931 from the Dir. S.O.F. reporting that the registration of Parsi's agreements is stated to be only optional and not compulsory, and stating that the registration of the agreements need not be insisted upon, as otherwise, an authorised power of attorney for the appearance of Messrs Burn Co. would be necessary, in addition to an expenditure of Rs. 32-12/- for registration fees.

105 The original period of agency of Messrs Burn Co. for distribution of Mepani wood & Sale of S oil has expired and the terms of agreement have not yet been registered. The Dir. now states that the papers (agreements) have been duly stamped and request that registration need not be insisted upon in view of the expense involved and the necessity that might arise for securing the presence of Messrs Burn Co. Whether the proposal of the Dir. may be accepted is for orders - does Govt. has to be consulted & draft approving is sent or instructions on the point.

KB 4.9.31. The agreement relates to a contract which has already Expired (on 12.7.31). The Dir. should necessarily register the agreement as long as Govt. expenditure on this account. Draft with me, if approved, after perusal by Law Dept.

Secretary 7.9.31

App. F. III—2]

General and Revenue Secretariat

S.7 File No. 2 of 1939.

| Serial No. | |
|---|---|
| | The question of renewal & the distilling and sales arrangement in America is pending disposal. The question may be taken up if and when the renewal is finally disposed of. As regards the post there is no need for application. When the arrangements are renewed, we may consider requesting the need for application. which is regarded as optional. MK 26/9 (2nd Incumbr.) |
| | JPV 26/9 |
| | MSR 24/9/31 |
| | Subd may the draft in the file issue? Yes Imre 24/9. MG 24/9/31 |
| 18 | D 1709 & 30.9.31. |
| | Sir, I do not think the document need not be registered in the circumstances represented by him but a copy of the agreement by means B mah & C may however be submitted for record. |

OFFICE OF THE SECOND MEMBER OF COUNCIL 21 SEP. 1931 No. 0

B [illegible] SECRETARIAT 3 OCT. 1931 DEVELOPMENT BRANCH

OTE—Contn. Sheet.

WD 03553—G P.R—50,000—8-7-30

Ref: Loc 10-16 (125, 126)

SW File No. 2 of 1927

General and Revenue Secretariat

Letter No. 1481.82-10-31 forwarding ... Draft Sof ... agreement executed by Messrs. ... Submitted for perusal.

Put up for ... in connection with ... copies ... case.

15-5-27

6.103

19.11.27

GENERAL ... DEVELOPMENT BR...

Mr. N. MADHAVA RAU
*Chief Secretary to the Govt. of Mysore (on deputation)*

SOF. 2-29-4

Room 333. Grand Buildings,
Trafalgar Square,
London,
July 26th 1929.

To The Secretary to the Govt. of Mysore,
Development Department,
Bangalore.

CHIEF SECRETARY'S OFFICE
1294
8 AUG. 1929
DEVELOPMENT BRANCH

Sir,

In continuation of my letter of even date regarding the settlement of our accounts with Mr. Cox, I have the honour to submit the following report on the new arrangements made for the distillation and sale of Sandal Wood Oil in America.

2. At the outset, I may observe that the question of the continuance or otherwise of the distillation of Sandalwood Oil has been carefully considered. On the whole, I am inclined to agree with the views expressed on this subject by Mr. Narasinga Rao in his confidential report dated 1st March 1929, in which he has fully dealt with the matter. The obvious, and at the same time decisive, consideration in favour of continuing the present arrangement is that it is cheaper to export wood to and distil oil in America than to export oil itself, paying a heavy duty. The difference of cost between 1 lb. of Mysore oil landed in America (including customs duty) and the same quantity distilled in New York has been about 1 dollar, and so long as this difference continues it will be to our advantage to maintain the present arrangements for distillation in America. With the reduction in distilling charges made under the new agreement, and with reduction in the railway and shipping freight on sandalwood, which I believe could be secured by negotiation, the advantages of distilling oil in America for the American markets are bound to be even greater than

Mr. N. MADHAVA RAU
*Chief Secretary to the Govt. of Mysore (on deputation)*



than at present. But it must be remembered that fiscal laws in America are susceptible of easy change and should the American Government levy import duty on wood or recover income tax on our business, the position will have to be reconsidered.

3 In the selection of new agents I considered the proposals made by several firms and persons, including Messrs. William S.Gray & Sons, who are at present our selling agents for Calcium Acetate. Although our business relations with this firm have been very satisfactory I could not recommend their appointment as agents for the sale of sandalwood oil, not only because the rate of commission they wanted was too high, but also because it was desirable to secure if possible the services of a firm who were already in the essential oil line. Messrs. W.J. Bush & Co. possess this qualification They have besides been distilling sandalwood oil for us for several years and their work has on the whole been satisfactory. They are a well established firm, incorporated in America, and although their scale of business is not very large in the U.S.A. they have influential connections in England and enjoy a good reputation, as will be seen from their business credentials herewith enclosed. It is true Messrs. Bush & Co., had allowed themselves to be involved in the deception in regard to the distillation charges - by submitting bills charging £105.00 with separate credit notes for £35.00 - but it is doubtful whether this was a piece of conscious fraud on the Government. At any rate the firm seemed genuinely sorry and were willing to pay £10,000 by way of reparation. The terms proposed by them were also

Mr. N. MADHAVA RAU
*Chief Secretary to the*
*Govt. of Mysore*
*(on deputation)*

3



also
reasonable. It was therefore, decided to try them. Messrs. Bush & Co's. letter agreeing to pay £10,000 in discharge of all their liabilitiesin respect of these transactions is enclosed. A sum of $ 5207.79 is already due to them for distilling wood consigned per S.S. City of Evansville This will be adjusted against the said sum of £10,000 and the balance out of their next distillation bill or bills.

4 Copies of the new distillation and sales agreements with Messrs. Bush & Co. are enclosed. It will be noticed that the Agencies are separate and are each for a period of 2 years only and subject to three months' notice While it is possible that slightly better terms might have been obtained from them if there had been a combined agreement for an extended term of years, the possibility of the discontinuance of American distillation as well as the undesirability of committing ourselves for too long a period in view not only of possible changes in the U!S. tariff or in the U.S. market for Sandal Wood Oil but also in our own policy ~~or~~ of manufacture and sale were kept in mind.

5 It will also be observed that all possible safeguards have been adopted to ensure that production is kept up to standard both in regard to yield and quality and that ample security is provided for the due fulfilment of the contracts. Particular reference may be made here to the following provisions of the agreements:-

6. Distilling Agreement, Clause 6.

This provides for the appointment of an independent chemist who will take samples and carry out tests on the wood, oil, spent wood etc. This arrangement ~~carried out for better~~ will ensure effective control and at every stage of the distillation process. The new requirements have been explained to our

Chemist

Mr. N. MADHAVA RAU
*Chief Secretary to the Govt. of Mysore (on deputation)*

4



Chemists, Messrs. Seil Putt & Risby Inc.- Whose detailed proposals are shortly awaited.

~~Distilling Agreement, Clause~~

7. Distilling Agreement Clause 9 - (Clause 7 of the Sales agreement)

These clauses provide for the inspection of the Distillation records and for the Audit of the Sales ~~Agencies~~ accounts, either by a professional agency or by our London Manager, or other officer deputed for the purpose. This is in line with the cabled instructions of Goverrment. I think it best that the fist Audit is conducted by our own London Manager with the assistance, if necessary, of a local firm of Auditors. He may visit New York for this purpose sometime in September or October next when he will be also able to see how the new arrangements are working, and to advise about the prices to be fixed for the year 1930, after studying the conditions that may be existing at the time.

8. Distilling Agreement Clause 11 (Clause 13 of the ~~Selling~~ Sales Agreement)

These clauses are a noticeable feature of the new agreements and provide for a guarantee of the due performance of the Contract by the Agents. Messrs.Bush & Co. are in correspondence with the National Surety Co. Inc of New York, and will shortly furnish the required bond.

9. Distilling Agreement Clause 12 (Clauses 8 & 12 of the Sales Agreement).

Since Government have in their cable dated 9th July specially directed that the Agency expenses should be under the scruting of the Manager of the London Office, it is assumed that he will be the officer competent to pass the Commission Bills of the Agents. At any rate this would be the most convenient arrangement. I have asked Messrs.Bush

MR. N. MADHAVA RAU
*Chief Secretary to the*
*Govt. of Mysore*
*(on deputation)*



Bush & Co. to send me the bills to London until they are notified of the appointment of the London Manager, and I request that Government may issue orders (by cable) authorising Messrs. Coutts & Co., to pay such charges on my counter-signature for the present and on the counter-signature of the new London Manager after his appointment.

Distilling Agreement Clause 12 ~~(Clause of the Sales Agreement).~~

There appeared to be no possibility of Messrs. Bush & Co., or any other reputable firm doing the distillation for less than £70.00 a ton. It was learnt that Messrs. Essenfleur Products had one consignmentoof wood - (S.S."Arcturus"-October 1929) distilled by Messrs. Dodge & Olcott, with unsatisfactory results. In the absence of any data as to the actual cost of distillation in America, the costs in our factory were the only data available and these were much in excess of the rate asked for by Messrs. Bush & Co.,

As regards the other expenses - Clearing, cartage, packing etc. - it was thought advisable to adopt flat rate per ton in order to avoid detailed accounting an scope for fraud. It was estimated that including the cos of the more elaborate analyses now provided for, the premium on the new surety Bond etc., the rate of £10.00 per ton would just cover the expenses. The correctness o this assumption will have to be tested by obtaining actual accounts of cost from Messrs. Bush & Co., from time to time

Distilling Agreement Clause 18 (Clause 19 of the Sales Agreement)

These clauses provide for arbitration and for reference to the Chief Judge of Mysore in the event of the finding of the arbitrators not being unanimous. I had

MR. N. MADHAVA RAU
*Chief Secretary to the Govt. of Mysore (on deputation)*

considerable hesitation in adopting this clause. as the Chief Judge had not been consulted. But the clause is a repetition of a similar clause in the old agreement with Consolidated Products Ltd and I trust there will be no difficulty in adopting it after consulting the Chief Judge.

Before closing this letter, the financial results of the new arrangement may be thus summarised,:

(1) Recovery of £50,000 from Mr. Cox, and £10,000 W.J. Bush & Co.

(2) A saving of £15,000 on the outstanding balance of the existing contracts. Full benefit of future prices.

(3) A saving of £35,000 per ton of 2,000 tons on distillation charges or a minimum of £17,500. a year on an assumed annual distillation of a minimum of 500 tons (short tons). -

(4) Avoidance of a deductionof 1% for brokerage or discount. This is calculated to save over £3500 a year

(5) Reduction in the rate of sales commission from 3½% to 3%.,

On points of detail I shall write to the Director separately and submit to Government a copy of my letter to him. The orders of Government are now required on the following points:-

(1) Approval of the Agreements (after approval, the Director may be requested to execute the Agreement and send one copy to Messrs. Bush & Co., retaining the other copy in

Mr. N. MADHAVA RAU
*Chief Secretary to the*
*Govt. of Mysore*
*(on deputation)*

7

7

(2) Instructions to Messrs. Coutts & Co., in regard to the payment of Messrs. Bush & Co's. bills.

I have the honour to be,

Sir,

Your obedient Servant,

N. Madhava Rau

# LIST OF ENCLOSURES.

1. Letter from W.S. Gray & Sons.

2. Bank references of Messrs. Bush & Co.

3. British Consul General's letter regarding Messrs. Bush & Co.

4. Messrs. Bush & Co's. letter agreeing to pay £10,000. together with copy of reply sent to them.

5. Distillation Agreement. (Two copies)

6. Sales Agreement. (Two copies).

CABLE ADDRESS
"GRAYLIME, N.Y."

ESTABLISHED 1880

9

TELEPHONE
VANDERBILT 0500

WILLIAM S. GRAY & CO.

CHEMICALS

342 MADISON AVENUE
NEW YORK

SOLVENTS

July 3, 1929.

Mr. N. Madhavarau,
Pennsylvania Hotel,
New York, N.Y.

Dear Mr. Madhavarau:

We wrote the Mysore Iron Works a year ago about handling Sandalwood Oil for the State of Mysore. We have since talked with you about this matter and now wish to make a formal proposal to the Mysore Government.

We would agree to act as your exclusive agents in the United States for Sandalwood Oil. We would represent you in your dealings with the concern distilling this product for you in America. As agents for the Mysore Government, we would watch this operation very closely and render reports from time to time, submitting recommendations and acting on your instructions. If properly authorized we could be of great service to you in calculating whether the present arrangement is the best possible and entirely in your interests, and will have an excellent chance to compare it with costs for similar service in other directions. We are confident that with our connection with the wood distilling industry we can get this work done at the very minimum cost.

We would sell the product in this market, you, of course, having final control of the price. In other words, we would post you as to the market situation, make recommendations and

then act on your instructions. We would be responsible for the credit of the various accounts sold. In other words, you would look to us for payment of whatever material was sold. We would render you an account on the 15th of each month of sales made for the previous month. On that date we would remit the net proceeds. If you required remittances before that time we would be glad to advance money against sales made, charging you at the rate of 6% per annum. All costs of cables would be for your account. Other selling expense would be for our account unless otherwise specified. We would handle this for a commission of 5% and the customary cash discount which, of course, we would have to pass to the customer. In other words, our statement on the 15th of the month would be subject to the 1% discount which is current in the trade.

We are handling Methanol and Acetate of Lime for the Mysore Iron Works and believe it would be decidedly in the interests of your Government to trust their affairs to one concern and we believe our financial and moral standing in the trade is such that we could command your entire confidence. We feel it is hardly necessary for us to give you bank references but at any time we would be very glad to furnish you with any details that you might require in this connection.

We have many close connections in the banking and chemical fields in America and have contacts that would be of great value to your company. We have never attempted to serve a principal except where we felt that we could make such a connection mutually profitable and satisfactory.

We have given considerable thought to this particular article and our past relations with you and we believe that we can serve you to advantage and trust that we may have an opportunity of trying it out. In the event that you were willing to entrust this business to us we would be willing to make a running contract to be terminated by either party at six months' or a year's notice.

Very truly yours,

WM. S. GRAY & CO.

C. G. Dixon

Vice President.

CGD:MHG

STEPHEN BAKER,
CHAIRMAN OF THE BOARD

J. STEWART BAKER,
PRESIDENT

P.A. ROWLEY
VICE CHAIRMAN OF THE BOARD

# Bank of the Manhattan Company

RAYMOND E. JONES, 1st Vice President
B. D. FORSTER, Vice President
HARRY T. HALL, Vice President
D. H. PIERSON, Vice President
FRANK L. HILTON, Vice President
ARTHUR H. TITUS, Vice President
WALTER A. RUSH, Vice Prest. & Cashier
LEONARD J. WYETH, Asst. Vice Prest.
H. EARLE DOW, Asst. Vice Prest.
CARL R. LEE, Asst. Vice Prest.
WILLIAM F. MOORE, Asst Cashier
IRVING S. GREGORY, Asst Cashier
E. G. BLACKFORD, Asst. Cashier
F. M. RANSOM, Asst. Cashier
OSCAR A. KRIEGER, Asst. Cashier
ROCKWELL KENT, Asst. Cashier

CABLE ADDRESS
THEMANCO — NEW YORK

40 WALL STREET
NEW YORK

CONFIDENTIAL.—THIS INFORMATION IS COMMUNICATED IN STRICT CONFIDENCE FOR YOUR OWN USE AND MERELY AS A MATTER OF OPINION AND WITHOUT RESPONSIBILITY TO THIS BANK OR THE WRITER HEREOF.

MAIN OFFICE
40 WALL STREET

UNION SQUARE OFFICE
31 UNION SQUARE

MADISON AVENUE OFFICE
MADISON AVENUE AT 43RD ST.

LINCOLN OFFICE
69TH ST. AT 3RD AVE.

BRONX & WASHINGTON HEIGHTS DIVISION
EXECUTIVE OFFICE
464-466 TREMONT AVE, EAST

QUEENSBORO DIVISION
EXECUTIVE OFFICE
JAMAICA, NEW YORK

BROOKLYN DIVISION
EXECUTIVE OFFICE
26 COURT STREET
BROOKLYN, NEW YORK

July 11, 1929.

N. Madhava Rau, Esq.,
Pennsylvania Hotel,
New York City.

Dear Sir:

Acceding to the request of our valued customer, W. J. BUSH & COMPANY, INC., of 370 Seventh Avenue, this City, we are pleased to submit the following as an expression of our estimable opinion of these people.

This is a concern of many years standing, engaged as manufacturing chemists and they bear an excellent reputation. The company is closely affiliated to an English concern, W. J. Bush & Company, Ltd., London, England, which is also an old established and highly regarded house.

We have been doing business with the local company for many years and our dealings have been satisfactory in every particular. We look upon the gentlemen who are in active management of the company's affairs as men of ability and integrity and they enjoy our confidence. The company favors us with an excellent account and we have not hesitated to accommodate them liberally in the regular conduct of their affairs.

Financial statements disclose a sound position and we have no hesitancy in commending the company to your favorable consideration as a thoroughly reputable concern with whom to deal.

Very truly yours,

H. H. Ransom

Assistant Cashier.

HHB:A

All communications on Official Business should be addressed, and all remittances made payable, to "British Consul General" and not to individual members of the Staff. Fees for passports, etc., should be paid by Money Order or by Certified Cheque.

In reply to this letter, please quote Reference Number.

British Consulate General,
New York. July 13th, 1929.

Dear Sir:

I return herewith the reference addressed to you on the 11th instant by the Bank of the Manhattan Company respecting W.J. Bush & Company, Inc., of 370 Seventh Avenue, New York City, and have pleasure in informing you that in my experience this reference is excellent and the Company giving it is thoroughly reliable and trustworthy.

In the circumstances, there would appear to be no objection to your entering into business relations with W.J. Bush & Company, Inc., although this Consulate-General can, of course, assume no responsibility - financial or otherwise - in respect of any firm or individual about which it writes.

Yours very truly,

H.B.M.Consul-General.

N. Madhavarau, Esq.,
Pennsylvania Hotel,
New York City.

GS:MK

"Ye Oldeſte Eſſence Diſtill'rs"

# W. J. BUSH & Co.

INCORPORATED

MANUFACTURING CHEMISTS

370 SEVENTH AVENUE

LABORATORY AND WORKS
LINDEN, N.J.
NATIONAL CITY, CAL.

BRANCHES AT
BOSTON, MASS.
CHICAGO, ILL.

WORKS ALSO AT
LONDON, MITCHAM, WIDNES } ENGLAND
GRASSE, FRANCE
MESSINA, SICILY

CABLE ADDRESS:
TANGERINE-NEW YORK

New York July 12, 192

N. Madhava Rau Esq.,
Hotel Pennsylvania,
New York City, N.Y.

Dear Sir:-

In consideration of the execution by or on behalf of the Government of His Highness the Maharajah of Mysore of the Sales Agreement and of the Distilling Agreement with this Company, each of which bears even date herewith; and in full settlement, satisfaction and discharge of any and all claims of, or asserted by, said Government against this Company, its officers or agents, up to the date hereof; we hereby agree to make the said Government an allowance of Ten thousand dollars ($10,000) as a credit against the distilling fees to be paid to this Company under and pursuant to the said Distilling Agreement. The said allowance shall be made by us, and accepted by the Government, by our rendering to the Government, duly receipted, our invoice dated July 1st, 1929 for $5,207.79, which would be otherwise due us on the date thereof from the said Government; and also rendering the first and following invoices for our distilling fees under the said Agreement, until the amount of all said receipted invoices, including that of July 1st, 1929, shall aggregate the full sum of Ten thousand dollars ($10,000). We shall receive from the Government no payment or consideration whatever for

the said receipted invoices, up to the aggregate amount of Ten thousand dollars ($10,000), other than the release by the said Government of all claims against us, our officers or agents, and the execution of the aforesaid Agreements by it.

Yours very truly,

W. J. BUSH & CO. Inc.

C. Blair Leighton

Treasurer

CBL/TEG

W. J. Bush & Co., Inc.
370 Seventh Avenue,

New York, July 15, 1929.

Messrs. W. J. Bush & Co., Inc.,
370 Seventh Ave.,
New York City, N.Y.

Dear Sirs:

Acting for and on behalf of the Government of His Highness the Maharajah of Mysore, I hereby agree to accept the allowance of Ten Thousand dollars ($10,000.00) to be made by you on account of distilling fees in the manner and for the purposes stated in your letter of even date. In accepting the said allowance, the said Government releases you, your officers and agents, of and from any and all claims it might otherwise have against you or them on the date hereof.

Yours very truly,

Sd N. MADHAVA RAU

Copy

(1)

G.R.S. III—3]

## Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

C. F. FOREIGN POSTS TELEGRAPHS. 2

BEWAN'S OFFICE

NOTICE

This form must accompany any inquiry made respecting this Telegram.

No. 641

Charges to pay.

| Rs. | As. |
|---|---|
| | |

HARTLEY HOUSE 5 AUG 29

| Handed in at (Office of Origin.) | Date | Hour. | Minute. | Service Instructions. | Words. |
|---|---|---|---|---|---|
| 6025 London | 3 | 12 | 11 | Gm | 28 |

Rec'd. here at 6 7 38 P.M. & M.V.

TO Dlr Derseq

Bangalore

Cox credited agreed Dr

fully brush adjusting from distillation and commission bills which now amount nearly sum agreed my letter

5 PM 5 AUG 1929 TELEGRAPH DEVELOPMENT LINES

*N. B.*—The name of the Sender, if telegraphed, is written after the text.

Kahn Bux Bits., Printers, Calcutta—529 (B-107)—21-7-28—1,00,000 Bks.

5.8.29

Eng 10/9

*N.B.*—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

5 AUG 29

| Handed in at (Office of Origin.) | Date | Hour. | Minute. | Service Instructions. | Words. |
|---|---|---|---|---|---|
| | | | | | |

Recd. here at H. M.

TO letter

26th July explains
? Madhavarao

(1st Member) 5 8 29 Please submit to Dewan

5/8/29

(Dewan) 5/8/29

5 8 29

5 8 29

*N. B.*—The name of the Sender, if telegraphed, is written after the text.

Karim Bux Bros., Printers, Calcutta—529 (B-107)—21-7-28—1,00,000 Bks.

*N.B.*—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

# SALES AGREEMENT

AN AGREEMENT made this day of 1929, between the DIRECTOR OF THE SANDALWOOD OIL FACTORIES in Mysore, Bangalore, (hereinafter called the "Director"), acting for and on behalf of the Government of His Highness the Maharajah of Mysore, (hereinafter called the "Government") of the one part and W. J. BUSH & CO., INC., a Corporation organized and existing under the laws of the State of New York, Manufacturing Chemists with principal office in New York City, U. S. A., (hereinafter called the "Company"), of the other part,

WHEREBY it is agreed as follows:

1. The Government hereby appoints the Company to act as its agent for the sale of the Government Sandalwood Oil in the U. S. A. upon the terms and conditions hereinafter provided; and the Company agrees to act as such agent upon the said terms and conditions.

2. The sandalwood oil shall either be distilled in New York by the Company according to the terms and conditions of the separate agreement made in this behalf, or shall be supplied to the Company by the Director from India. In the latter case the Director will pay the freight and other charges of shipment to the port of New York as well as the Customs duty on import into U. S. A., and the Company shall arrange at its own expense to take delivery of the Oil on board the steamer and warehouse the same, and to duly insure the stocks against all risks.

3. The Company shall be responsible to the Director for all the sandalwood oil delivered or supplied to it, and shall effect full and satisfactory insurance against losses from all causes whatsoever in respect of all oil held in stock by them or in transit to customers.

4. The oil shall be sold in accordance with the instructions of the Director, issued generally or with reference to

Directors remarks.

rible: It is presumed that the Treasurer is competent to execute the agreement in question on behalf of the Company under a Resolution of the Governing Body.

ald for no remarks.

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ause The word 'distilled' may be added before the word 'deliver the clause reading;

'The Company shall be responsible to the Director for a the sandalwood oil distilled ~~and~~ delivered or supplied to it, a shall effect full and satisfactory insurance against losses fr all causes whatsoever in respect of all oil held in stock by t or in transit to customers.'

particular orders, and at prices which shall be fixed by him and communicated to the Company from time to time. No oil shall be sold except in the original tin containers bearing the seal of the Mysore Government, which shall be affixed at the factory at which the Oil is distilled.

5. Purchasers of oil shall be required to pay the full price directly to the Government bankers or their constituted agents in America, without any deduction for discount or brokerage. [Credit shall not be allowed for any period exceeding one month.] The Government bankers will advise the Company of the monies paid in by the customers from time to time.

6. The Company shall watch the recovery of all monies due from purchasers within the time stipulated in each case. It shall be liable for all monies recoverable on the sales effected by it, and any credit allowed to purchasers shall be at the risk of the Company, which shall not be entitled to raise any question of bad debts but shall guarantee all purchasers' accounts.

The Company shall remit to the Government or its Bankers the price or balance of the price, as the case may be, of sandalwood oil sold by the Company, if within six months from the date of sale the full price is not paid by the purchasers.

7. The Company shall maintain correct and complete account and records of all oil received or manufactured by it, and all sales, receipts, payments, and other transactions concerning the same; and all books and accounts and other writings relative to the matters aforesaid shall be subject to audit once every three months by auditors appointed by the Government; and the said books, accounts, etc., shall at all reasonable times during the said term, and within six calendar months after the expiration or determination thereof, be open to the inspection of the Director or such person as may be authorized in this

Clause 4. This clause may be modified as follows:

'The oil shall be sold in accordance with the instructions of the Director issued generally and with reference to particular orders and at prices which shall not be lower than the minimum to be fixed by him and communicated to the Company from time to time The Company shall always endeavour to obtain the best possible prices over and above the minimum prescribed. No oil shall be sold except in original tin containers bearing the Seal of the Mysore Government which shall be affixed at the factory at which the oil is distilled and without being supported by a Certificate of Analysis from a duly appointed Consulting Chemist.'

The underlined words and clauses are inserted to make the position of the selling Agents clear as regards fixing of rates, and to prevent any adulteration of the oil as ~~to~~ Sellers are also distillers and Consumers of Our oil.

Clause 5 - Calls for no remarks.

Clause 6. The second para of the clause may be modified as follows:-

'If such amounts or balance of amounts are not realised within six months from the date of sale from the customers, the Company shall be liable to make good such amounts to Government.'

Clause 7. Calls for no remarks.

cl: 5. The Learn Secy suggests that
the sentence about election subs
be deleted for reasons stated by
him in para 5 of his opinion.

cl: b The Learn Secy. suggests
that in 2nd para after elections
be omitted altogether.

ehalf by the Director or by the Government. The Director r such other person shall have free and unrestrained liberty nd power to copy out the same or any parts thereof at his free ill and pleasure, either by himself or his clerks or agents.

8. The Company shall submit to the Director, as well s to the Manager of the Mysore Government offices in London (in such manner as may be prescribed by the Director) true and complete accounts regularly at the end of each month of all transactions effected during such month. Such accounts shall among other particulars, show the details respecting sales, the stock of oil distilled or received, disposed of and remaining on hand, remittances received by the Government bankers with the dates, and details of contracts entered into, deliveri made against the same, and the amounts outstanding.

9. In order to maintain a continuous demand for the Gover ment sandalwood oil and to develop the market for it as far as possible, the Company shall in consultation with the Director, make effective arrangements for advertising the product in a suitable manner at its own cost.

10. The Company shall from time to time submit to the Director correct and authoritative market reports on sandalwood oil, explaining the tendencies as regards prices and demand for the oil.

11. During the term of this agreement the Company shall not sell or deal in any sandalwood oil other than that supplied by or distilled for the Government, nor shall the Company sell any sandalwood oil otherwise than for Government account as prescribed in this agreement. The Government will not sell or deal in any sandalwood oil in the United States during the term of this agreement save through the agency of the Company.

12. As remuneration for its services, the Company will be paid a commission of 3% (three percent) on the sale proceeds

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Add the following at the end of the clause:

'and furnish any further information or statements in the form required by the Director or the Trade Commissioner for Mysore in London or any person as may be authorised in this behalf by the Director.'

calls for no remarks.

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Dr.

realized and credited to the Government; which commission shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the sale of the Government sandalwood oil in America, save only such charges as are by this agreement specifically assumed by the Government. The Government will pay separately the cost of all audits and cables.

The commission and expenses applying to any month shall be paid upon receipt by the Director of bills therefor, and of the accounts for the month in question.

13. The Company shall at its own expense furnish to the Government the bond of a Surety Company approved by the Director, guaranteeing the payment to the Government of any and all damage, not exceeding the total sum of Sixty thousand dollars ($60,000), which the Government may at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in all respects.

14. This contract shall be in force for a period of two (2) years commending from July twelfth 1929 unless sooner terminated under any of the clauses following.

15. This agency shall ipso facto determine (save in so far as concerns the rights and remedies of the Government against the Company) upon the commission by the Company of any irregularity or fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

16. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of their intention to determine this agreement; and on the expiration of such period this agreement shall be wholly determined; without prejudice however to the rights acquired and liabilities incurred, if any, prior to the date of such termination under the terms thereof.

Between 'services' and 'the Company' the words 'and for guaranteeing the bad debts' may be added, the clause then reading as follows:

'As remuneration for its services and for guaranteeing the bad debts, the Company will be paid a commission of 3% (three percent) on the sale proceeds realised and credited to the Government; which commission shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the sale of the Government sandalwood oil in America, save only such charges as are by this agreement specifically assumed by the Government. The Government will pay separately the cost of all audits and cables.

The commission and expences applying to any month shall be paid upon receipt by the Director of bills therefor, and of the accounts for the month in question.'

Clauses 13 - 18 call for no remarks.

17. The Government shall, notwithstanding any provision to the contrary, have the power to terminate the Agency in case the Company goes into liquidation, or becomes bankrupt, or goes into the hands of a Receiver, or when there is a material change in the management, ownership or policies of the Company which is not approved by the Government.

18. At the expiration of the term of the Agency under Clause 14, or sooner determination thereof under Clause 15, 16 or 17 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such oil as may remain unsold in its custody, together with all contracts and documents and copies of all accounts relating to the sale of Sandalwood oil.

19. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents, or the subject matter thereof, or arising out of or in relation thereto respectively, and whether as to construction or otherwise, shall first be referred to a committee of two persons, one to be nominated by each party. The decision of such committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto; but in the event of such committee not being unanimous, the said questions, with the reports of the committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to the Chief Judge of Mysore for the time being, whose decision on such questions, and as to by whom the cost of arbitration shall be borne, shall be final and conclusive as against both parties hereto; and any payment to be made in accordance with the award of the committee or of the Chief Judge, as the case may be, shall b made in Bangalore.

The Company hereby consents that judgment for any amoun

call for no remarks.

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This clause is legally defective and not equitable. A decree will have to be obtained on the award of the Chief Judge in our civil courts before it could be executed in America. No subordinate civil judge would question the correctness of the award of his Chief Judge and the Company in America may set up a plea that the decree based on this award of the Chief Judge is one-sided and not equitable to them as it was passed by a judge subordinate to the Chief Judge, the final arbitrator in the case. It is, therefore, desirable not to jeopardise the position of the Chief Judge by making him the final arbitrator. The better solution seems to be to appoint a Committee of two arbitrators, one to be nominated by each party, and in the event of difference of opinion between them, these two to refer the point to an umpire to be selected by both of them, whose award should be binding on both the parties. The Company in America should further agree to submit themselves to the jurisdiction of the Mysore courts when a decree on the award has to be obtained and not raise any objection in the American Courts where it is sought to be executed.

I would, therefore, request that legal opinion from the Law Department or the Government Advocate may kindly be obtained on this point and this clause suitably drafted, as I am not very much conversant with the International Law of America.

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found to be due from it, either by the committee, or by the Chief Judge, may be entered against it in any Court whether State of Federal within the State of New York, upon proof of the award to the committee or Chief Judge.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore on behalf of the Government of Mysore, has hereunto set his hand, and W. J. Bush & Co. Inc, has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES

Director

W. J. BUSH & CO. INC.

C. Blair Leighton

Treasurer

DISTILLING AGREEMENT

AN AGREEMENT made this day of 1929, between the DIRECTOR OF THE SANDALWOOD OIL FACTORIES in Mysore, Bangalore, (hereinafter called the "Director") acting for and on behalf of the Government of His Highness the Maharajah of Mysore, (hereinafter called the "Government") of the one part, and W. J. BUSH & CO., INC., a Corporation organized and existing under the laws of the State of New York Manufacturing Chemists with principal office in New York City, U. S. A., (hereinafter called the "Company"), of the other part,

WHEREBY it is agreed as follows:

1. The Director will supply to the Company Mysore Government Sandalwood for distillation; and the Company will distil, upon the terms and conditions hereinafter provided, all such Sandalwood supplied to it by Director.

2. The quantity of Sandalwood to be distilled will be in the discretion of the Director, but will be limited to a maximum of 750 tons of 2,000 pounds each, per year, provided, however, that a larger quantity of Sandalwood shall be distilled if the Director gives reasonable notice of the Company in order to enable the Company to install the necessary additional equipment.

3. Government Sandalwood shall be dispatched by the Director, all charges, freight, insurance paid to the port of New York. The wood shall be cleared from steamer by the Company, and shall be weighed on landing by a public weigher, and the certified weight shall be reported to the Director. The cost of clearing, weighing and transportation of the wood to the Company's factory shall be borne by the Company. The bags in which the wood is received shall be sold and the proceeds credited to Government.

4. The Company will guarantee that the quality of the

competent to execute the agreement
in question on behalf of the Company
under a Resolution of the Governing Body.

ıse Instead of saying 'Mysore Government Sandalwood' we may say 'sandalwood supplied by the Government of Mysore' without binding ourselves not to send sandalwood purchased in the Madr" and Coorg auction sales if required.

calls for no remarks.

This clause may be modified as follows:-

'Sandalwood supplied by the Government shall be despatched by the Director, all charges, freight, insurance paid to the port of New York. The wood shall be cleared from steamer by the Company, and shall be weighed on landing by a public weigher, and the certified weight shall be accepted by both the parties, which will be reported to the Director. The Company shall on receipt of the certified weights, take necessary steps to recover sums for all shortages and losses from the Insurance company under cover of the Insurance Policy. The cost of clearing, weighing and transportation of the wood to the Company's factory shall be borne by the Company. The bags in which the wood is received shall be sold and the proceeds credited to Government.'

This clause has been modified as great differences between the factory weights and the weights given by the Agents have been noticed and as delay in putting forward our claims for shortages or losses with the Insurance company would be caused if

oil obtained from the distillation of wood will comply with the requirements of the U. S. A. and British Pharmacopoeias, and that it shall be pure and unadulterated.

5. The Company guarantees that it will give reasonable yields from the wood distilled.

6. The Director will be at liberty to arrange for samples of the wood and oil being drawn from time to time and sent for examination to an independent Chemist in the City of New York, appointed by him, with a view to verifying the yields and the quality of the oil, or for any other special purpose. The Chemist's fees, including sampling charges up to a total of Six hundred dollars ($600) per year shall be borne by the Company.

7. The Company shall at its own expense pack the oil in strong wooden cases, each containing four tins, each tin holding twenty five (25) pounds of oil; and shall seal each tin with the Government seal approved by the Director. Deliveries to customers shall be made free of charge on rails at the Linden (N.J.) railway station, or at any point in New York City or Jersey City.

8. The entire stock of wood and oil, including wood and oil in transit, up to a maximum value of Eighty thousand dollars ($80,000) shall be insured for the benefit of the Government against losses from all causes whatsoever at the expense of the Company.

9. The Company shall maintain correct records and accounts of sandalwood received by it, oil obtained by distillation, deliveries made, and the balances of wood and oil, in such form as may be prescribed by the Director. The said records and accounts shall, at all reasonable times, be open to inspection by the Director, or by any person deputed by him in this behalf, during the term of the contract, and for a period

lal percentage of 92.'

The clause will then read follows:

'The Company will guarantee that the quality of the oil obtained from the distillation of wood will comply with the requirements of the U.S.A., and British Pharmacopoeiae and that it shall be pure and unadulterated with an optical rotation o not less than -17°. and a Santalol percentage of 92.'

This is necessary to convince our buyers that our oil is distinguishable from the West Australian oil in these respect

Add at the end of the clause " as a result not lower than 130 pounds of oil per ton of 2240 pounds". This is necessary to define what a reasonable yield is.

lause 8. Add, 'The Company shall draw out duplicate samples, one fo being sent to the Director for analysis by his Consulting Chem and the other to the Chemist appointed in New York.'

This clause is necessary as it is found that the distillation results of the Company are not very satisfactory (vide m letter No. dated enclosing copies of letters addres to the Company in this matter.)

Cl. 7. This may be modified as follows.

'The Company shall at its own expense pack the oil in strong wooden cases serially numbered, each containing four tins also serially numbered, each tin holding twenty five (25) pounds of oil; and shall seal each tin with the Government seal approved by the Director. Deliveries to customers shall be made only in such sealed tins free of charge on rails at the Linden (N.J.) railway station, or at any point in New York City. The Company shall be responsible for all leakages due to bad packing, etc., during transit.'

The underlined words are inserted for facility of reference in the invoices and to ensure that our genuine oil is sold under guarantee of our seal. The Agents have also been held responsible for all leakages due to bad packing in transit.

From this clause it is not clear as to who should bear the f.o.r., or f.o.t., charges, whether the Company or Government. From clause 9 it looks as if the Company is to bear this. This will have to be made clear.

Shri Manohar wants
this point to be taken
up and decided now.
- D. 2/10 26.24.2495.

of six months thereafter.

After completing the distillation of each consignment of wood, or at such other intervals as the Director may require, the Company shall furnish the Director, or such other person as may be nominated by him in this behalf, reports showing the quantities of wood received and distilled, the quantity of resulting oil, the deliveries made, and any other particulars that may be desired.

10. During the period this agreement is in force, the Company shall not distill any sandalwood other than that furnished by the Government; and the Director on his part shall not send Government Sandalwood for distillation to any other manufacturers in the United States, except for the purpose specified in Clause 6.

11. The Company shall at its own expense furnish to the Government the bond of a Surety Company approved by the Director guaranteeing the payment to the Government of any and all damage, not exceeding the total sum of Sixty thousand dollars ($60,000), which the Government may at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in all respects.

12. As remuneration for its services, the Company will receive a fee of Eighty dollars ($80.00) per ton of two thousand (2,000) pounds of sandalwood distilled by the Company, which fee shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the distilling of sandalwood oil in U. S. A. save only such charges as are by this agreement specifically assumed by the Government. The payment will be made by the Director or by the Manager of the Mysore Government office in London on receipt of bills together with full particulars of the distillation of each shipment of sandalwood. The Government will pay separately the cost of audits and cables.

business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

15. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of their intention to determine this agreement; and on the expiration of such period this agreement shall be wholly determined; without prejudice however to the rights acquired and liabilities incurred, if any, prior to the date of such termination under the terms thereof.

16. The Government shall, notwithstanding any provision to the contrary, have the power to terminate the Agency in case the Company goes into liquidation, or becomes bankrupt, or goes into the hands of a Receiver, or when there is a material change in the management, ownership or policies of the Company which is not approved by the Government.

17. At the expiration of the term of the Agency under Clause 13, or sooner determination thereof under Clauses 14, 15 or 16 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such wood and oil as may remain in its custody, together with all records relating to the distillation of sandalwood oil.

18. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents, or the subject matter thereof, or arising out

Clauses
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14, 15, 16
& 17.

Clause
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of or in relation thereto respectively, and whether as to construction or otherwise, shall first be referred to a committee of two persons, one to be nominated by each party. The decision of such committee on all questions referred to them shall, if unanimous, be final and binding on both parties thereto; but in the event of such committee not being unanimous, the said questions, with the reports of the committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to the Chief Judge of Mysore for the time being, whose decision on such questions, and as to by whom the cost of arbitration shall be borne, shall be final and conclusive as against both parties thereto; and any payment to be made in accordance with the award of the committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

The Company hereby consents that judgment for any amounts found to be due from it, either by the committee, or by the Chief Judge, may be entered against it in any Court whether State or Federal, within the State of New York, upon proof of the award of the committee or Chief Judge.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore on behalf of the Government of Mysore, has hereunto set his hand, and W. J. Bush & Co. Inc. has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES

Director

W. J. BUSH & CO. INC.

C Blackledge

Treasurer

# DISTILLING AGREEMENT.

AN AGREEMENT made this 12th day of July, 1929 between the DIRECTOR OF THE SANDALWOOD OIL FACTORIES IN MYSORE, BANGALORE (hereinafter called the "Director"), acting for and on behalf of the Government of HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the "Government"), of the one part, and W.J. BUSH & CO. INC., a corporation organized and existing under the laws of the State of New York, Manufacturing Chemists with principal office in New York City, U.S.A., (hereinafter called the "Company") of the other part.

WHEREBY it is agreed as follows:

1. The Director will supply to the Company sandalwood for distillation, and the Company will distil, upon the terms and conditions hereinafter provided, all such Sandalwood supplied to it by the Director.

2. The quantity of sandalwood to be distilled will be in the discretion of the Director, but will be limited to a maximum of 750 tons of 2,000 pounds each, per year, provided however, that a larger quantity of sandalwood shall be distilled if the Director gives reasonable notice to the Company in order to enable the Company to instal the necessary additional equipment.

3. Sandalwood shall be despatched by the Director, all charges paid, including freight and insurance, to the Port of New York. The wood shall be cleared from the Steamer by the Company and shall be weighed on landing by a public weigher, and the certified weight, which will be duly reported to the Director, shall be accepted by both the parties. (In the event of it becoming necessary for the Government to make claims under cover of insurance policy the Company shall render all practicable assistance to enable the Government to obtain settlement). The cost of clearing, weighing and transportation of the wood to the Company's factory shall be

borne by the company. The bags in which the wood is received shall be sold and the proceeds credited to the Government.

4. The Company will guarantee that the quality of the Oil obtained from the distillation of wood will comply with the requirements of the U.S.A. and British Pharmacopoeias, and that it shall be pure and unadulterated.

5. The Company guarantees that it will give reasonable yields from the wood distilled.

6. The Director will be at liberty to arrange for samples of the wood and oil being drawn from time to time and sent for examination to an independent Chemist in the City of New York appointed by him with a view to verifying the yields and the quality of the oil, or for any other special purpose. The Chemist's fees, including sampling charges up to a total of six hundred dollars ($600) per year shall be borne by the Company.

7. The Company, shall, at its own expense, pack the oil in strong wooden cases serially numbered, each containing four tins also serially numbered, each tin holding twenty five (25) pounds of oil, and shall seal each tin with the Government seal approved by the Director. Deliveries to customers shall be made only in such sealed tins free of charge on rails at the Linden (N.J.) Railway Station, or at any point in New York City or Jersey City. The Company shall be responsible for all leakages during transit due to bad packing.

8. The entire stock of wood and oil, including wood and oil in transit, up to a maximum value of Eighty thousand dollars ($80,000) shall be insured for the benefit of the Government against losses from all causes whatsoever, at the expense of the Company.

9. The Company shall regularly maintain correct records and accounts of sandalwood received by it, oil obtained by distilla-

tion, deliveries made, and the balances of wood and oil in such form as may be prescribed by the Director. The said records and accounts shall, at all reasonable times, be open to inspection by the Director or by the Trade Commissioner for Mysore in London or by any person authorised by either of these officers in this behalf, during the term of the contract, and for a period of six months thereafter.

After completing the distillation of each consignment of wood, or at such other intervals as the Director may require the Company shall furnish the Director and the Trade Commissioner for Mysore in London, reports showing the quantities of wood received and distilled, the quantity of resulting oil, the deliveries made, and any other particulars that may be desired.

10. During the period this agreement is in force the Company shall not distil any sandalwood other than that furnished by the Government: and the Director on his part shall not send sandalwood for distillation to any other manufacturers in the United States, except for the purpose specified in Clause 6.

11. The Company shall, at its own expense furnish to the Government the Bond of a Surety Company approved by the Director, guaranteeing the payment to the Government of any and all loss or damage, not exceeding the total sum of Sixty thousand dollars ($60,000) which the Government may, at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in any respect.

12. As remuneration for its services, the Company will receive a fee of Eighty dollars ($80) per ton of two thousand (2,000) pounds of sandalwood distilled by the Company, which fee shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the distilling of sandalwedd oil in U.S.A., save only such charges as are by this agreement specifically

assumed by the Government. The payment of this remuneration will be made by the Trade Commissioner for Mysore in London on receipt of bills together with full particulars of the distillation of each shipment of sandalwood. The Government will pay separately the cost of audits and cables.

13. This contract shall be in force for a period of two (2) years commencing the 12th day of July, 1929 unless sooner terminated under any of the clauses following:

14. This agency shall ipso facto determine, (save in so far as the reights and remedies of the Government against the Company are concerned) upon the commission by the Company of any irregularity of fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

15. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of its intention to determine this agreement: and on the expiration of such period this agreement shall be wholly determined: without prejudice however, to the reights acquired and liabilities incurred, if any, prior to the date of such termination under the terms thereof.

16. The Government shall, notwithstanding any provision to the contrary, have the power to terminate the Agency in case the Company goes into liquidation, or becomes bankrupt or goes into the hands of a Receiver or when there is a material change in the management, ownership or policies of the Company which is not approved by the Government.

17. At the expiration of the term of the Agency under clause 13, or sooner determination thereof, under clauses 14, 15 or 16 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such wood and oil as may remain

it in any Court, State or Federal, within the State of New York or in any other country where the Company may be doing business upon proof of the award or Judgment as the case may be.

19. The interpretation of this contract and the rights and obligations under it of the parties thereto shall be determined in accordance with the law in force in Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore, has hereunto set his hand, and W. J. Bush & Co. Inc., has caused these present to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES.

(Sd), C. Ranganatha Rao Sahib.

Director.

W.J. BUSH & CO. Inc.

M B Shamanna

in its custody, together with all accounts and other records relating to the distillation of sandalwood oil.

18. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter thereof, or arising out of or in relation thereto respectively, and whether as to construction or otherwise shall first be referred to a Committee of two persons sitting in London, one to be nominated by each party. The decision of such Committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto: but in the event of such Committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to an Umpire to be nominated by the Government of Mysore, whose decision on such questions, and as to by whom the cost of arbitration shall be borne, shall be final and conclusive as against both parties hereto: and any payment to be made in accordance with the award of the Committee or of the Umpire, as the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation shall apply, as far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement and agrees that a service of notice or summons duly sent by Registered Post, to the address of the Company given above, shall be valid, effective and binding.

The Company hereby consents that Judgment for any amount found to be due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against

SALES AGREEMENT.

AN AGREEMENT made this 12th day of July, 1929, between the DIRECTOR OF THE SANDALWOOD OIL FACTORIES IN MYSORE, BANGALORE, (hereinafter called the "Director"), acting for and on behalf of the Government of HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the "Government") of the one part, and W. J. BUSH & CO., Inc., a corporation organized and existing under the laws of the State of New York, Manufacturing Chemists, with principal office in New York City, U.S.A. (hereinafter called the "Company") of the other part.

WHEREBY it is agreed as follows:

1. The Government hereby appoints the Company to act as its agent for the sale of the Government Sandalwood Oil in the U.S.A., upon the terms and conditions hereinafter provided: and the Company agrees to act as such agent upon the said terms and conditions.

2. The Sandalwood Oil shall either by distilled in New York by the Company according to the terms and conditions of the separate agreement made in this behalf or shall be supplied to the Company by the Director from India. In the latter case the Director will pay the freight and other charges of shipment to the port of New York as well as the Customs duty on import into U.S.A., and the Company shall arrange at its own expense to take delivery of the Oil on board the steamer and warehouse the same, and to duly insure the stocks against all risks.

3. The Company shall be responsible to the Director for all the Sandalwood Oil distilled by it under this agreement, or delivered or supplied to it, and shall effect full and satisfactory insurance against losses from all causes whatsoever in respect of all Oil held in stock by them or in transit to customers.

4. The Oil shall be sold in accordance with the instructions of the Director issued generally and with reference to particular orders and at prices which shall not be lower than the minimum to be fixed

by him and communicated to the Company from time to time. The Company shall always endeavour to obtain the best possible prices over and above the minimum prescribed. No Oil shall be sold except in original tin containers bearing the seal of the Mysore Government which shall be affixed at the factory at which the Oil is distilled and without being supported by a certificate of analysis from a duly appointed consulting Chemist.

5. Purchasers of Oil shall be required to pay the full price directly to the Government Bankers or their constituted agents in America, without any deduction for discount or brokerage. Credit shall not be allowed for any period exceeding ten days. The Government will instruct their Bankers to advise the Company of the monies paid in by the customers from time to time.

6. The Company shall watch the recovery of all monies due from purchasers. It shall be liable for all monies due on the sales effected by it and any credit allowed to purchasers shall be at the risk of the Company, which shall not be entitled to raise any question of bad debts but shall guarantee all purchasers' accounts.

7. The Company shall regularly maintain correct and complete accounts and records of all Oil received or manufactured by it, and of all sales, receipts, payments and other transactions concerning the same: and all books and accounts and other writings relative to the matters aforesaid shall be subject to audit once every three months by auditors appointed by the Government: and the said books, accounts, etc., shall at all reasonable times, during the period of agency and within six calendar months after the expiration or determination thereof be open to the inspection of the Director or such person as may be authorized in this behalf by the Director. The Director or such other person shall have free and unrestrained liberty and power to copy out the same or any parts thereof at his free will and pleasure, either by himself or his clerks or agents.

8. The Company shall submit to the Director, as well as to the Trade Commissioner for Mysore in London (in such manner as may be prescribed by the Director) true and complete accounts regularly at the end of each month of all transactions effected during such month and furnish any further information or statements in the form required by the Director or the Trade Commissioner for Mysore in London or any person as may be authorized in this behalf by the Director. Such accounts shall, among other particulars, show the details respecting sales, the stock of Oil distilled or received, disposed of and remaining on hand, remittances received by the Government Bankers with the dates and details of contracts entered into, deliveries made against same, and the amounts outstanding.

9. In order to maintain a continuous demand for the Government Sandalwood Oil and to develop the market for it as far as possible, the Company shall in consultation with the Director and the Trade Commissioner for Mysore in London make effective arrangements for advertising the product in a suitable manner at its own cost.

10. The Company shall, from time to time, submit to the Director and to the Trade Commissioner for Mysore in London correct and authoritative market reports on Sandalwood Oil, explaining the tendencies as regards prices and demand for the Oil.

11. During the term of this agreement, the Company shall not sell or deal in any Sandalwood Oil other than that supplied by or distilled for the Government, nor shall the Company sell any Sandalwood Oil otherwise than for Government account as prescribed in this agreement. The Government will not sell or deal in any Sandalwood Oil in the United States during the term of this agreement save through the Agency of the Company.

12. As a remuneration for its services, the Company will be paid a commission of 3% (three percent) on the sale proceeds realised and credited to the Government: which commission shall cover and be

inclusive of all charges and expenses whatsoever incurred in connection with the sale of the Government Sandalwood Oil in America and the realisation of the proceeds thereof save only such charges as are by this agreement specifically assumed by the Government. The Government will pay separately the cost of all audits and cables.

13. The commission and expenses relating to any month shall be paid by the Trade Commissioner for Mysore in London upon receipt of Bills therefor and of the accounts for the month in question.

14. The Company shall at its own expense furnish to the Government, the bond of a Surety Company approved by the Director guaranteeing the payment to the Government of any and all loss or damage, not exceeding the total sum of Sixty Thousand dollars $60,000 which the Government may at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in all respects.

15. This contract shall be in force for a period of two years commencing from July 12th, 1929, unless sooner terminated under any of the clauses following:-

16. This agency shall ipso facto determine (save in so far as the rights and remedies of the Government against the Company are concerned) upon the commission by the Company of any irregularity or fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

17. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of its intention to determine this agreement and on the expiration of such period, this agreement shall be wholly determined: without prejudice, however, to the rights acquired

nd liabilities incurred, if any, prior to the date of such ermination under the terms thereof.

18. The Government shall, notwithstanding any provision to he contrary, have the power to terminate the agency in case the ompany goes into liquidation, or becomes bankrupt, or goes into he hands of a Receiver, or when there is a material change in he management, ownership or policies of the Company which is ot approved by the Government.

19. At the expiration of the term of the Agency under clause 5, or sooner determination thereof under clauses 16 and 17 or 18 f this agreement, the Company shall account to the Director, and eliver to him or his nominee all such Oil as may remain unsold n its custody, together with all contracts and documents and opies of all accounts relating to the sale of Sandalwood Oil.

20. All questions or differences whatsoever which may at ny time hereafter arise between the parties hereto touching these resents, or the subject matter thereof, or arising out of or in elation thereto respectively, and whether as to construction or therwise, shall first be referred to a Committee of two persons itting inbLondon, one to be nominated by each party. The ecision of such Committee on all questions referred to them hall, if unanimous, be final and binding on both parties hereto: ut in the event of such Committee notebeing unanimous, the said uestions, with the reports of the Committee thereon, the vidence recorded before them, and any further evidence that may e offered by either party shall be referred to an Umpire to be ominated by the Government of Mysore, whose decision on such uestions and on the question as to by whom the cost of rbitration shall be borne, shall be final and conclusive as gainst both parties hereto: and any payment to be made in ccordance with the award of the Committee or of the Umpire, as

the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation shall apply, so far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement now required to be settled by arbitration: and agrees that a service of notice or summons duly sent by Registered Post to the address of the Company given above shall be valid, effective and binding.

The Company hereby consents that Judgment for any amounts found to be due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against it in any Court, State or Federal, within the State of New York or in any other country where the Company may be doing business upon proof of the award or Judgment as the case may be.

The interpretation of this contract and the rights and obligations under it of the parties thereto, shall be determined in accordance with the law as in force in Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore has hereunto set his hand, and W.J. Bush & Co. Inc., has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES

(Sd). C. Ranganatha Rao Sahib.

Director.

W. J. BUSH & CO. Inc.

(Sd).

Treasurer.

M B Kawari Rao

# SALES AGREEMENT.

AN AGREEMENT made this ..... day of ..... 1929, between THE DIRECTOR OF THE SANDALWOOD OIL FACTORIES IN MYSORE, Bangalore, (hereinafter called the "Director") acting for and on behalf of the Government of His Highness the Maharaja of Mysore, (hereinafter called the "Government") of the one part, and W. J. BUSH & CO., INC., a Corporation organized and existing under the laws of the State of New York, Manufacturing Chemists, with principal offices in New York City, U. S. A., (hereinafter called the "Company") of the other part,

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Government hereby appoints the Company to act as its agent for the sale of the Government Sandalwood Oil in the U. S. A., upon the terms and conditions hereinafter provided; and the Company agrees to act as such agent upon the said terms and conditions.

2. The sandalwood Oil shall either be distilled in New York by the Company according to the terms and conditions of the separate agreement made in this behalf or shall be supplied to the Company by the Director from India. In the latter case the Director will pay the Freight and other charges of shipment to the port of New York as well as the Customs duty on import into U. S. A., and the Company shall arrange at its own expense to take delivery of the oil on board the steamer and warehouse the same, and to duly insure the stocks against all risks.

3. The Company shall be responsible to the Direc-

Director for all the sandalwood oil distilled, delivered or supplied to it, and shall effect full and satisfactory insurance against losses from all causes whatsoever in respect of all oil held in stock by them or in transit to customers.

4. The oil shall be sold x in accordance with the instructions of the Director issued generally and with reference to particular orders and at prices which shall not be lower than the minimum to be fixed by him and communicated to the Company from time to time. The Company shall always endeavour to obtain the best possible prices over and above the minimum prescribed. No oil shall be sold except in original tin-containers bearing the seal of the Mysore Government which shall be affixed at the factory at which the oil is distilled and without being supported by a certificate of analysis from a duly appointed Consulting Chemist.

5. Purchasers of oil shall be required to pay the full price directly to the Government Bankers or their constituted agents in America, without any ~~discount~~ deduction for discount or brokerage. ~~Credit shall not be allowed for any period exceeding one month.~~ The Government Bankers will instruct their ~~will~~ advise the Company of the monies paid in by the customers from time to time, ~~and also to forward copies of such correspondence to the Director~~ Mr. C.

6. The Company shall watch the recovery of all monies due from purchasers ~~within the time stipulated in each case.~~ It shall be liable for all monies ~~recoverable~~ due on the sales effected by it, and any credit allowed to purchasers shall be at the risk of the Company, which shall not be entitled to raise any question of bad debts but shall guarantee all purchasers' accounts.

7. The Company shall maintain correct and complete accounts and records of all oil received or manufactured by it, and all sales, receipts, payments and other transactions concerning the same; and all books and accounts and other writings relative to the matters aforesaid shall be subject to audit once every three months by auditors appointed by the Government; and the said books, accounts etc., shall at all reasonable times during the ~~said term,~~ and within six calendar months after the expiration or determination thereof, be open to the inspection of the Director or such person as may be authorised in this behalf by the Director ~~or by the Government;~~ The Director or such other person shall have free and unrestrained liberty and power to copy out the same or any parts thereof at his free will and pleasure, either by himself or his clerks or agents.

8. The Company shall submit to the Director, as well as the ~~Manager of the~~ Mysore ~~Government Offices~~ in London (in such manner as may be prescribed by the Director) true and complete accounts regularly at the end of each month of all transactions effected during such months and furnish any further information or statements in the form required by the Director or the Trade Commissioner for Mysore in London ~~or any person as may be authorised in this behalf~~ by the Director. Such accounts shall, among other particulars, show the details respecting sales, the stock of oil distilled or received, disposed of ~~or~~ and remaining on hand, remittances received by the Government Bankers with the dates and details of contracts entered into, deliveries made against the same, and the amounts outstanding.

9. In order to maintain a continuous demand for the

the Government sandalwood oil and to develop the market for it as far as possible, the Company shall in consultation with the Director, and the TC for company in London make effective arrangements for advertising the product in a suitable manner at its own cost.

10. The Company shall, from time to time, submit to the Director and to the TC for Manager in London correct and authoritative market reports on sandalwood oil, explaining the tendencies as regards prices and demand for the oil.

10. During the term of this agreement, the Company shall not sell or deal in any sandalwood oil other than that supplied by or distilled for the Government, nor shall the Company sell any sandalwood oil otherwise than for Government account as prescribed in this agreement. The Government will not sell or deal in any sandalwood oil ~~in the sandalwood oil~~ in the United States during the term of this agreement save through the Agency of the Company.

12. As remuneration for its services and for guaranteeing the bad debts, the Company will be paid a commission of 3% (three per cent.) on the sale proceeds realized and credited to the Government; which commission shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the sale of the Government sandalwood oil in America, and the realisation of the proceeds thereof save only such charges as are by this agreement specifically assumed by the Government. The Government will pay separately the cost of all audits and cables.

The commission and expenses ~~applying~~ to any month shall be paid ~~updn receipt~~ only upon receipt by the ~~Director~~ of Bills therefor

therefor, and of the accounts for the month in question.

13. The Company shall at its own expense furnish to the Government, the bond of a Surety Company approved by the Director guaranteeing the payment to the Government of any and all loss or damage, not exceeding the total sum of Sixty Thousand dollars ($60,000) which the Government may at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in all respects.

14. This contract shall be in force for a period of two years commencing from July twelfth, 1929, unless sooner terminated under any of the clauses following.

15. This agency shall ipso facto determine (save in so far as ~~concerns~~ the rights and remedies of the Government against the Company are concerned) upon the Commission by the Company of any irregularity or fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

16. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of ~~their~~ its intention to determine this agreement; and on the expiration of such period this agreement shall be wholly determined; without prejudice however to the rights acquired and liabilities incurred, if any, prior to the date of such termination under the terms thereof.

17. The Government shall, notwithstanding any provision to the contrary, have the power to terminate the

agency

agency in case the Company goes into liquidation, or becomes bankrupt, or goes into the hands of a Receiver, or when there is a material change in the management, ownership or policies of the Company which is not approved by the Government.

18. At the expiration of the term of the Agency under clause 14, or sooner determination thereof under clause 15, 16 or 17 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such oil as may remain unsold in its custody, together with all contracts and documents and copies of all accounts relating to the sale of Sandalwood Oil.

19. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents, or the subject matter thereof, or arising out of or in relation thereto respectively, and whether as to construction or otherwise, shall first be referred to a Committee of two persons, one to be nominated by each party. The decision of such committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto; but in the event of such committee not being unanimous, the said questions, with the reports of the Committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to an Umpire to be nominated by the Government of Mysore, whose decision on such questions and as to by whom the cost of Arbitration shall be borne, shall be final and conclusive as against both parties hereto; and any payment to be made in accordance with the award of the Committee or of the Umpire, as the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation - shall apply, so far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement and agrees that a service of notice or summons duly sent by Registered Post to the - address of the Company given above shall be valid, effective and binding.

The Company hereby consents that Judgment for any amounts found to be ~~xxxx~~ due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against it in any Court, State or Federal, within the State of New York or in any other Country where the Co: may be doing business upon proof of - the ~~xxxxx~~ award or Judgment as the case may be.

The interpretation of this contract and the rights and obligations under it of the parties thereto, shall be determined in accordance with the law as in force in - Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore has hereunto set his hand, and W. J. Bush & Co., Inc., has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first - above-written.

THE MYSORE GOVT. SANDALWOOD OIL FACTORIES,

Director.

W. J. BUSH & CO., INC.,

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Advocate.

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DISTILLING AGREEMENT.

AN AGREEMENT made this ..... day of .....1929 between the Director of Sandalwood Oil Factories in Mysore, Bangalore, (hereinafter called the "Director") acting for and on behalf of the Government of His Highness the Maharaja of Mysore, (hereinafter called the "Government") of the one part, and W. J. Bush and Co., Inc., a Corporation organized and existing under the laws of the State of New York, Manufacturing Chemists with principal office in New York City, U. S. A., (hereinafter called the "Company") of the other part,

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Director will supply to the Company sandalwood for distillation, and the Company will distil, upon the terms and conditions hereinafter provided, all such sandalwood supplied to it by the Director.

2. The quantity of sandalwood to be distilled will be in the discretion of the Director, but will be limited to a maximum of 750 tons of 2,000 pounds each, per year, provided however, that a larger quantity of sandalwood shall be distilled if the Director gives reasonable notice to the Company in order to enable the Company to install the necessary additional equipment.

3. Sandalwood shall be despatched by the Director, all charges, freight, insurance paid to the port of New York. The wood shall be cleared by the Company, and shall be weighed on landing by a public weigher, and the certified weight which will be duly reported to the Director shall be accepted by both the parties. The Company shall, on receipt of the certified

certified weights, take necessary steps to recover sums for all shortages and losses from the Insurance Company under cover of the Insurance Policy. The cost of clearing, weighing and transportation of the wood to the Company's factory shall be borne by the Company. The bags in which the wood is received shall be sold and the proceeds credited to Government.

4. The Company will guarantee that the quality of the oil obtained from the distillation of wood will comply with the requirements of the U.S.A., and British Pharmacopoeia and that it shall be pure and unadulterated with an optical rotation of not less than -16° and a Santalol content of 91.5 %.

5. The Company guarantees that it will give reasonable yeilds from the wood distilled.

6. The Director will be at liberty to arrange for samples of the wood and oil being drawn from time to time and sent for examination to an independent Chemist in the City of New York, appointed by him with a view to verifying the yeilds and the quality of the oil, or for any other special purpose. The Chemist's fees, including sample charges up to a total of six hundred dollars ($600) per year shall be borne by the Company. The Company shall draw out duplicate samples, one for being sent to the Director for analysis by his Consulting Chemist and the other to the Chemist appointed in New York.

7. The Company shall, at its own expense, pack the oil in strong wooden cases serially numbered, each containing four tins also serially numbered, each tin holding

holding twenty five (25) pounds of oil, and shall seal each tin with the Government seal approved by the Director. Deliveries to customers shall be made only in such sealed tins free of charge on rails at the Linden (N.J) Railway Station, or at any point in New York City. The Company shall be responsible for all leakages due to bad packing etc., during transit ~~and bear the F. O. R and F. O. B. Agent charges.~~

8. The entire stock of wood and oil, including wood and oil in transit, up to a maximum value of Eighty thousand Dollars ($80,000) shall be insured for the benefit of the Government against losses from all causes whatsoever at the expense of the Company.

9. The Company shall maintain correct records and accounts of sandalwood received by it, oil obtained by distillation, deliveries made, and the balances of wood and oil, in such form as may be prescribed by the Director. The said records and accounts shall, at all reasonable times, be open to inspection by the Director or by any person ~~deputed~~ by ~~him~~ in this behalf, during the term of the contract, and for a period of six months thereafter.

After completing the distillation of each consignment of wood, or at such other intervals as the Director may require, the Company shall furnish the Director, ~~or such other person as may be nominated by him in this behalf,~~ reports showing the quantities of wood received and distilled, the quantity of resulting oil, the deliveries made, and any other particulars that may be desired.

10. During the period this agreement is in force the Company shall not distill any sandalwood other than that furnished by the Government; and the Director on his part shall not send ~~xxxxxxxxx~~ Sandalwood for distillation to any other manufacturers in the United States, except for the purpose specified in clause 6.

11. The Company shall, at its own expense furnish to the Government the bond of a Surety Company approved by the Director, guaranteeing the payment to the Government of any and all damage, not exceeding the total sum of Sixty Thousand Dollars ($60,000), which the Government may, at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in ~~all~~ any respect.

12. As remuneration for its services, the Company will receive a fee of Eighty Dollars ($80.00) per ton of two thousand (2,000) pounds of sandalwood distilled by the Company, which fee shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the distilling of sandalwood oil in U. S. A. save only such charges as are by this agreement specifically assumed by the Government. The payment of this remuneration will be made ~~by the Director or~~ by the ~~Manager of the~~ Mysore Government Offices in London on receipt of bills together with full particulars of the distillation of each shipment of sandalwood. The Government will pay separately the cost of audits and cables.

13. This contract shall be ~~xxxxx~~ in force for a period of two (2) years commencing the twelfth day of July 1929 unless sooner terminated under any of the

clauses

lauses following.

14. This agency shall ipso facto determine, (save n so far as ~~concerns~~ the rights and remedies of the Government against the Company are concerned) upon the commission by the ompany of any ~~misconduct~~ irregularity or fraud on the Government n connection with the business relating to this agreeent or upon its failing to carry out any of the stipuations contained in this agreement.

15. Notwithstanding anything to the contrary, - ither of the parties hereto may give to the other - hree (3) calendar months' notice in writing of ~~their~~ its - ntention to determine this agreement; and on the exiration of such period this agreement shall be wholly etermined; without prejudice however, to the rights cquired and liabilities incurred, if any, prior to the ate of such termination under the terms thereof.

16. The Government shall, notwithstanding any proision to the contrary, have the power to terminate the gency in case the company goes into liquidation, or - ecomes bankrupt, or goes into the hands of a Receiver r when there is a material change in the management, - wnership or policies of the Company which is not aproved by the Government.

17. At the expiration of the term of the Agency nder clause 13, or sooner determination thereof, under lauses 14, 15, or 16 of this agreement, the Company - hall account to the Director, and deliver to him or - is nominee all such wood and oil as may remain in its ustody, together with all accounts and other records relating to the dis-

tillation

distillation of sandalwood oil.

18. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter thereof, or arising out of or in relation thereto respectively, - and whether as to construction or otherwise, shall - first be referred to a Committee of two persons, one to be nominated by each party. The decision of such committee on all questions referred to them, shall, if unanimous, be final and binding on both parties hereto; but in the event of such committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to an Umpire to be nominated by the Government of - Mysore, whose decision on such questions, and as to by - whom the cost of arbitration shall be borne, shall be - final and conclusive as against both parties hereto; and any payment to be made in accordance with the award of - the Committee or of the Umpire, as the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a - submission under the Mysore Arbitration Regulation of - 1917, to which all the provisions of that Regulation shall apply, as far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement and agrees that a service of - notice or summons duly sent by Registered Post, to the address of the Company given above, shall be valid, effective and binding.

The .

The Company hereby consents that Judgments for any amount ~~x~~ found to be due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against it in any Court, State or Federal, within the State of New York or in any other country where the Co. may be doing business upon proof of the award or Judgment as the case may be.

19. ~~Thxxx~~ The interpretation of this contract ~~xx~~ and the rights and obligations under it of the parties thereto shall be determined in accordance with the law in force in Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore, has hereunto set his hand, and W. J. Bush and Co., Inc., has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES,

Director.

W. J. BUSH & CO., INC.,

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Draft.

Sd/- Ramachandra Rao

Government Advocate.

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Agreement prepared by the L. R.

DISTILLING AGREEMENT.

....

AN AGREEMENT made this..... day of ....
.....1929 between the Director of Sandalwood Oil Factories in Mysore, Bangalore, (hereinafter called the "Director") acting for and on behalf of the Government of HIS HIGHNESS THE MAHARAJA OF MYSORE, (hereinafter called the "Government") of the one part, and W.J.Bush and Co., Inc., a Corporation organized and existing under the laws of the Stat of New York, Manufacturing Chemists with principal office in New York City, U. S. A., (hereinafter called the "Company") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Director will supply to the Company sandalwood fo distillation, and the Company will distill, upon the terms and conditions hereinafter provided, all such sandalwood supplied to it by the Director.

2. The quantity of sandalwood to be distilled will be in the discretion of the Director, but will be limited to a maximum of 750 tons of 2,000 pounds each, per year, provided however, that a larger quantity of sandalwood shall be distilled if the Director gives reasonable notice to the Company in order to enable the Company to install the necessary additional equipment.

3. Sandalwood shall be despatched by the Director, all charges paid including freight and insurance to the port of New York. The wood shall be cleared from steamer by the Company and shall be weighed on landing by a public weigher, and the certified weight which will be duly reported to the Director shall be accepted by both the parties. The Company shall, on receipt of the certified weights, take necessary steps to recover sums for all shortages and losses from the Insurance

(*) under the special power of attorney to be given by the Director in this behalf

Note Sl. 15.

Company under cover of the Insurance Policy. The cost of clearing, weighing and transportation of the wood to the Company's factory shall be borne by the Company. The bags in which the wood is received shall be sold and the proceeds credited to Government.

4. The Company will guarantee that the quality of the oil obtained from the distillation of wood will comply with the requirements of the U.S.A., and British Pharmacopia and it shall be pure and unadulterated with an optical rotation of not less than 16° and a Santalol content of 91.5%.

5. The Company guarantees that it will give reasonable yields from the wood distilled.

6. The Director will be at liberty to arrange for samples of the wood and oil being drawn from time to time and sent for examination to an independent Chemist in the City of New York appointed by him with a view to verifying the yields and the quality of the oil, or for any other special purpose. The Chemist's fees, including sample charges up to a total of six hundred dollars ($ 600) per year shall be borne by the Company.

7. The Company shall, at its own expense, pack the oil in strong wooden cases serially numbered, each containing four tins also serially numbered, each tin holding twenty five (25) pounds of oil, and shall seal each tin with the Government seal approved by the Director. Deliveries to customers shall be made only in such sealed tins free of charge on rails at the Linden (N.J) Railway Station, or at any point in New York City or Jersey City. The Company shall be responsible for all leakages during transit due to bad packing.

8. The entire stock of wood and oil, including wood and oil in transit, up to a maximum value of Eighty thousand Dollars

(₹ 80,000) shall be insured for the benefit of the Government against losses from all causes whatsoever at the expense of th Company.

9. The Company shall regularly maintain correct records and accounts of sandalwood received by it, oil obtained by distillation, deliveries made, and the balances of wood and oil, in such form as may be prescribed by the Director. The said records and accounts shall, at all reasonable times, be open to inspection by the Director or by the Trade Commissioner for Mysore in London or by any person authorised by either of these officers in this behalf, during the term of the contract, and for a period of six months thereafter.

After completing the distillation of each consignment of wood, or at such other intervals as the Director may require the Company shall furnish the Director and to the Trade Commissioner for Mysore in London, reports showing the quantities of wood received and distilled, the quantity of resulting oil, the deliveries made, and any other particulars that may be desired.

10. During the period this agreement is in force the Company shall not distill any sandalwood other than that furnished by the Government; and the Director on his part shall not send sandalwood for distillation to any other manufacturers in the United States, except for the purpose specified in clause 6.

11. The Company shall, at its own expense furnish to the Government the Bond of a Surety Company approved by the Director, guaranteeing the payment to the Government of any and all loss or damage, not exceeding the total sum of Sixty Thousand Dollars (₹ 60,000), which the Government may, at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in any respect.

12. As remuneration for its services, the Company will receive a fee of Eighty Dollars ~~(US$80.00)~~ (₹ 80.00) per ton of two thousand (2,000) pounds of sandalwood distilled by the Company, which fee shall cover and be inclusive of all charges and expenses whatsoever incurred in connection with the distilling of sandalwood oil in U. S. A. save only such charges as are by this agreement specifically assumed by the Government. The payment of this remunderation will be made by the Trade Commissioner for Mysore in London on receipt of bills together with full particulars of the distillation of each shipment of sandalwood. The Government will pay separately the cost of audits and cables.

13. This contract shall be in force for a period of two (2) years commencing the twelfth day of July 1929 unless -- sooner terminated under any of the clauses following.

14. This agency shall ipso facto determine, (save in so far as the rights and remedies of the Government against the Company are concerned upon the commission by the Company of any irregularity or fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

15. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of its intention to determine this agreement ~~shall~~; and on the expiration of such period this agreement shall be wholly determined; without prejudice however, to the rights acquired and liabilities incurred, if any prior to the date of such termination under the terms thereof.

16. The Government shall, notwithstanding any provision

to the contrary, have the power to terminate the Agency in case the company goes into liquidation, or becomes bankrupt or goes into the hands of a Receiver or when there is a material change in the management, ownership or policies of the Company which is not approved by the Government.

17. At the expiration of the term of the Agency under clause 13, or sooner determination thereof, under clauses 14, 15, or 16 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such wood and oil as may remain in its custody, together with all accounts and other records relating to the distillation of sandalwood.

18. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter thereof, or arising out of or in relation thereto respectively, and whether as to construction or otherwise shall first be referred to a Committee of two persons sitting in London, one to be nominated by each party. The decision of such committee on all questions referred to them, shall, if unanimous, be final and binding on both parties hereto; but in the event of such committee not being ~~unanimous~~ unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to an Umpire to be nominated by the Government of Mysore, whose decision on such questions, and as to by whom the cost of arbitration shall be borne, shall be final and conclusive as against both parties hereto; and any payment to be made in accordance with the award of the Committee or of the Umpire, as the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation shall apply, as far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement and agrees that a service of notice or summons duly sent by Registered Post, to the address of the Company given above, shall be valid, effective and binding.

The Company hereby consents that Judgment for any amount found to be due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against it in any Court, State or Federal, within the State of New York or in any other country where the Company may be doing business upon proof of the award or Judgment as the case may be.

19. The interpretation of this contract and the rights and obligations under it of the parties thereto shall be determined in accordance with the law in force in Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore, has hereunto set his hand, and W. J. Bush and Co., Inc., has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES,

DIRECTOR.

W. J. BUSH & CO., INC.

Draft.

for Secretary to Govt.
Development Depts

18.

# SALES AGREEMENT.

AN AGREEMENT made this.....day of..... 1929, between THE DIRECTOR OF THE SANDALWOOD OIL FACTORIES IN MYSORE, BANGALORE, ( hereinafter called the " Director ") - acting for and on behalf of the Government of HIS HIGHNESS THE MAHARAJA OF MYSORE,( hereinafter called the " Government ") of the one part, and W.J. BUSH & CO., INC., a Corporation organis and existing under the laws of the State of New York, Manufacturing Chemists, with principal office in New York City, U.S.A (hereinafter called the " Company ") of the other part,

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Government hereby appoints the Company to act as it agent for the sale of the Government Sandalwood Oil in the U.S.A., upon the terms and conditions hereinafter provided; an the Company agrees to act as such agent upon the said terms an conditions.

2. The sandalwood oil shall either be distilled in New York by the Company according to the terms and conditions of the separate agreement made in this behalf or shall be supplie to the Company by the Director from India. In the latter case the Director will pay the Freight and other charges of shipmen to the port of New York as well as the Customs duty on import into U.S.A., and the Company shall arrange at its own expense to take delivery of the oil on board the steamer and warehouse the same, and to duly insure the stocks against all risks.

3. The Company shall be responsible to the Director for all the sandalwood oil distilled by it under the agreement or delivered or supplied to it, and shall effect full and satisfactory insurance against losses from all causes whatsoever in respect of all oil held in stock by them or in transit to customers.

4. The oil shall be sold in accordance with the instructions of the Director issued generally and with reference to particular orders and at prices which shall not be lower than the minimum to be fixed by him and communicated to the Company from time to time. The Company ~~xxxxxxxxxx~~ shall always endeavour to obtain the best possible prices over and above the minimum prescribed. No oil shall be sold except in original tin-containers bearing the seal of the Mysore Government which shall be affixed at the factory at which the oil is distilled and without being supported by a certificate of analysis from a duly appointed Consulting Chemist.

5. Purchasers of oil shall be required to pay the full price directly to the Government Bankers or their constituted agents in America, without any deduction for discount or brokerage. Credit shall not be allowed for any period exceeding ten days. The Government will instruct their Bankers to advise the Company of the monies paid in by the customers from time to time.

6. The Company shall watch the recovery of all monies due from purchasers. It shall be liable for all monies due on the sales effected by it and any credit allowed to purchasers shall be at the risk of the Company, which shall not be entitled to raise any question of bad debts but shall guarantee all purchasers' accounts.

7. The Company shall regularly maintain correct and complete accounts and records of all oil received or manufactured by it, and of all sales, receipts, payments and other transactions concerning the same; and all books and accounts and other writings relative to the matters aforesaid shall be subject to audit once every three months by auditors appointed by the Government; and the said books, accounts, etc., shall, at all

reasonable times, during the period of agency and within six calendar months after the expiration or determination thereof be open to the inspection of the Director or such person as may be authorised in this behalf by the Director. The Director or such other person shall have free and unrestrained liberty and power to copy out the same or any parts thereof at his free will and pleasure, either by himself or his clerks or agents.

8. The Company shall submit to the Director, as well as to the Trade Commissioner for Mysore in London (in such manner as may be prescribed by the Director) true and complete accounts regularly at the end of each month of all transactions effected during such month and furnish any further information or statements in the form required by the Director or the Trade Commissioner for Mysore in London or any person as may be authorised in this behalf by the Director. Such accounts shall, among other particulars, show the details respecting sales, the stock of oil distilled or received, disposed of and remaining on hand, remittances received by the Government Bankers with the dates and details of contracts entered into, deliveries made against the same, and the amounts outstanding.

9. In order to maintain a continuous demand for the Government sandalwood oil and to develop the market for it as far as possible, the Company shall in consultation with the Director and the Trade Commissioner for Mysore in London make effective arrangements for advertising the product in a suitable manner at its own cost.

10. The Company shall, from time to time, submit to the Director and to the Trade Commissioner for Mysore in London correct and authoritative market reports on sandalwood oil, explaining the

tendencies as regards prices and demand for the oil.

11. During the term of this agreement, the Company shall not sell or deal in any sandalwood oil other than that supplied by or distilled for the Government, nor shall the Company sell any sandalwood oil otherwise than for Government account as prescribed in this agreement. The Government will not sell or deal in any sandalwood oil in the United States during the term of this agreement save through the Agency of the Company.

12. As remuneration for its services, the Company will be paid a commission of 3% (three per cent) on the sale proceeds realised and credited to the Government; which commission shal cover and be inclusive of all charges and expenses whatsoever incurred in connection with the sale of the Government sandalwood oil in America and the realisation of the proceeds thereof save only such charges as are by this agreement specifically assumed by the Government. The Government will pay separately the cost of all audits and cables.

13. The commission and expenses relating to any month shall be paid by the Trade Commissioner for Mysore in London upon receipt of Bills therefor and of the accounts for the month in question.

14. The Company shall at its own expense furnish to the Government, the bond of a Surety Company approved by the Director guaranteeing the payment to the Government of any and all loss or damage, not exceeding the total sum of Sixty Thousand dollars ( $\frac{\text{}}{\text{}}$ 60,000 ) which the Government may at any time, and from time to time, suffer as the result of the failure of the Company duly to perform this contract in all respects.

14. This contract shall be in force for a period of two years commencing from July twelfth, 1929, unless sooner terminated under any of the clauses following.

15. This agency shall ipso facto determine (save in so far as the rights and remedies of the Government against the Company are concerned upon the commission by the Company of any irregularity or fraud on the Government in connection with the business relating to this agreement or upon its failing to carry out any of the stipulations contained in this agreement.

16. Notwithstanding anything to the contrary, either of the parties hereto may give to the other three (3) calendar months' notice in writing of its intention to determine this agreement ~~shall~~ and on the expiration of such period, this agreement shall be wholly determined; without prejudice, however to the rights - acquired and liabilities incurred, if any, prior to the date of such termination under the terms thereof.

17. The Government shall, notwithstanding any provision to the contrary, have the power to terminate the agency in case the Company goes into liquidation, or becomes bankrupt, or goes into the hands of a Receiver, or when there is a material change in the management, ownership or policies of the Company which is not - approved by the Government.

18. At the expiration of the term of the Agency under clause 14, or sooner determination thereof under clause 15, 16 or 17 of this agreement, the Company shall account to the Director, and deliver to him or his nominee all such oil as may remain unsold in its custody, together with all contracts and documents and copies of all accounts relating to the sale of Sandalwood oil.

19. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents, or the subject matter thereof, or arising out of or in relation thereto respectively, and whether as to construction or

otherwise, shall first be referred to a Committee of two persons sitting in London, one to be nominated by each party. The decision of such committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto; but in the event of such committee not being unanimous, the said questions, with the reports of the committee thereon, the evidence recorded before them, and any further evidence that may be offered by either party shall be referred to an Umpire to be nominated by the Government of Mysore, whose decision on such questions and on the question as to by whom the cost of Arbitration shall be borne, shall be final and conclusive as against both parties hereto; and any payment to be made in accordance with the award of the Committee or of the Umpire, as the case may be, shall be made in Bangalore.

The parties hereby agree that this clause is a submission under the Mysore Arbitration Regulation of 1917, to which all the provisions of that Regulation shall apply, so far as applicable.

The Company hereby consents to submit itself to the jurisdiction of the Courts in Mysore in all matters relating to this agreement and agrees that a service of notice or summons duly sent by Registered Post to the address of the Company given above shall be valid, effective and binding.

The Company hereby consents that Judgment for any amounts found to be due from it by an award of the Committee or of the Umpire, or a Judgment by the Courts in Mysore may be entered against it in any Court, State or Federal, within the State of New York or in any other country where the Company may be doing business upon proof of the award or judgment as the case may be.

The interpretation of this contract and the rights and obligations under it of the parties thereto, shall be deter-

determined in accordance with the law as in force in Mysore.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factories in Mysore, on behalf of the Government of Mysore has hereunto set his hand, and W.J. Bush & Co., Inc., has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day and the year first above --- wirtten.

THE MYSORE GOVT. SANDALWOOD OIL FACTORIES.

Director.

W. J. BUSH & CO., INC.,

Dept.

For Secretary to Govt.
Development Depts.
18.

Immediate



GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. D-1975/S07-14-1

Dated, Bangalore, 17/8/1929.

S.V.7-2-29-5

From

N. RAMA RAO, Esq., B. A., B. L.,
*Secretary to the Government of His Highness the Maharaja of Mysore,*
*Development Departments.*

To

S. Shamanna, Esq., B.A.,
Comptroller to Government,
BANGALORE.

Sir,

I am directed to state that it has been definitely settled to terminate the Agency of Messrs: Essenfleur Company for the sale etc., of Mysore Government sandalwood oil. It ~~is proposed~~ has been decided to entrust the work of both distillation and sale in America to Messrs: W.J.Bush & Co. It is ~~also proposed~~ intended that all their charges and expenses incurred in connection with the distillation and sale of sandal oil in the United States of America should be paid on bills of the Company passed by the Trade Commissioner for Mysore in London- which appointment is sanctioned and orders about which will soon issue.

Mr. N. Madhava Rao is now in charge of the London office and pending issue of formal orders in the matter, I am directed to request you to be so good as to instruct Messrs: Coutts & Co., London by cable to pay Messrs: Bush & Co., all charges incurred by them in connection with the distillation and sale of sandal oil in America on bills passed by Mr. Madhava Rao. The ~~relevant~~ conditions of contract with the Company relating to payments to be made to them are as under:-

DISTILLATION.- As remuneration ~~of~~ for its services the Company will receive a fee of eighty dollars per ton of 2,000 lbs of sandalwood distilled by it, which fee ~~shall~~ will include ~~cover charges~~ Cons/s of $ 70 for Distillation & $ 10 for clearing, cartage packing etc. ~~etc.~~

SALES.- As remuneration for its services the Company will be paid a commission of three per cent on the sale proceeds realised and cre-

redited to Government, which commission shall cover and
e inclusive of all charges and expenses ~~whatsoever~~ in-
urred in connection with the sale of Government sandal
il in America, ~~except audit and cable charges which will be~~
~~aid separately by Government.~~ the payment of the monthly expenses
made upon receipt by us of his certificate of
the accounts for the month in question.

I have the honour to be,

Sir,

Your most obedient servant,

For Secretary to Government,
Development Departments.

33-16-8

D.A/1977/ dated 17/8/29
Copy to the Hon. M. Mashava Rao.
D-1976/ dated 17/8/29
Copy to the Hon. S.O. R.

(27)

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

*No.* *Dated, Bangalore,* ..... *192*

*From*

N. RAMA RAO, Esq., B. A., B. L.,
*Secretary to the Government of His Highness the Maharaja of Mysore,*
*Development Departments.*

*To*

S. Shamanna, Esq., B.A.,
Comptroller to Government,
Bangalore.

Sir,

I am directed to state that it has been definitely settled to terminate the Agency of Messrs. Essenflour Company for the sale etc., of Mysore Government Sandalwood Oil. It has been decided to entrust the work ofboth distillation and sale in America to Messrs. W.J.Bush & Co., It is also intended that all their charges and expenses - incurred in connection with the distillation and sale of sandal oi in the United States of America should be paid on bills of the Com passed by the Trade Commissioner for Mysore in London - which appo ment is sanctioned and orders about which will soon issue.

Mr. N. Madhava Rao is now in charges of the London Office and pending issue of formal orders in the matter, I am directed to reques you t be so good as to instruct Messrs. Coutts & Co., London b cabl to pay Messrs. Bush & Co., all charges incurred by them in connection with the distillation and sale of sandal oil in America on bills pas by Mr. Madhava Rao. The conditions of contract with the Company rela ing to payments to be made to them are as follows: -

Distillation. - As remuneration for its services the Com will receive a fee of eighty dollers per ton of 2,000 lbs of san distilled by it, which fee consists of $ 70 for distillation an for clearing cartage packing ~~mark~~ etc., also.

Sales. - As remuneration for its services the Company will be paid a commission of three per cent on the sale proceeds re alised and credited to Government, which commission shall cover and be inclusive of all charges and expenses incurred in connection with

p.t.o.

(94



the sale of Government sandal oil in America, the payment of the monthly expenses to be made upon receipt ~~of the orders~~ of bills therefor and of the accounts for the month in question.

I have the honour to be,

Sir,

Your most obedient servant,

Secretary to Government,

Development Departments.

ACH.4. 17/8.

Appendix F G—1

SUBJECT.....

.....

.....

Section

File No.

Serial No.

No.

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *192*

To

The Commissioner of Land

Date of issue.....

Sir,

I am directed to state that it has been definitely settled ~~Consideration~~ by Government that the opening of Messrs. Cumpston & Co's Jetty at Port Swettenham and the ~~and~~ Land Sale

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

It is proposed to entrust the working of Messrs. Boyd & Bush's Jetty also to Messrs. Cumpston & Co. and to impose on both alike their charges

over.

2b

and expenses incurred in

connection with the distil-

lation and sale of Sandal

oil in U.S.A. Shares be held on bills of the Company

~~drawn by the Directors~~ drawn by the Trade Commr. for Mysore & Coorg in London — which appears is sanctioned and drawn against what will

~~Office in London (Since Opened by Mr M. Rao) on receipt of Bills of Claims presented by them.~~ Mr. M Madhava Rao is now in charge of the London Office and the Company's bills may be drawn on him by him.

Pending issue of formal orders in the matter, I am directed to request you to be so good as to instruct messrs Coutts & Co. London by cable to pay messrs Rusk & Co. all charges incurred by them in connection with the distillation & sale of Sandal oil in America

~~on the Conditions given by~~ Bills passed by Mr Madhava Rao

The Conditions of contract with the Company relating to payments have been made & them are appended as under: —

MR 12 8 29

(Here give the relevant conditions)

[illegible] 29

D 2046 2nd /

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. S.D.T. 2-29-9.

Dated, Bangalore, 21-8-1929.

Encl: 1 letter & 2 agreements.

From

N. RAMA RAO, Esq., B. A., B. L.,
*Secretary to the Government of His Highness the Maharaja of Mysore,*
*Development Departments.*

To

G. M. Mehkri, Esq., B.A., LL.B.,

Director of Sandalwood Oil Factories in Mysore,

Sir,

I am directed to forward herewith copy of Mr. Madhava Rao's letter dated the 26th July 1929 regarding the arrangements for distillation and sale of sandalwood oil in America, together with copies of the new distillation and sales agreements with Messrs. Bush & Co., I am to request you to be so good as to compare the terms of the agreement clause by clause with the previous agreements and submit for the orders of Government, any suggestions that you may consider necessary for being embodied in the agreements.

I am also to request you to examine how the balloon dust remaining after distillation in America is proposed to be utilised and whether the mode of its utilisation may not be clearly defined in the agreement. The question of obtaining railway and shipping facilities, referred to in para 2 of Mr. Madhava Rao's letter may also be taken up and a report submitted for the orders of Government early.

The favour of a very early action is requested.

I have the honour to be,
Sir,
Your most obedient servant,

Eng 16/8/29

For Secretary to Government,
Development Departments.

Fair draft 16.8.29

BRS/2 16-8-29

you to see as soon as to compare the terms of the agreement laid by Claire with the previous agreements and submit for the ready your suggestions which may you consider necessary for having uniformity in the agreements.

I am also to request you to examine how the backlog disposal remaining after distillation is proposed to be utilised and whether the mode of its utilisation may not be clearly defined in the agreement. The question of obtaining ordinary shipping facilities, referred to in para 2 of Mr. M's letter may also be taken up and report sent to the value of Govt early

Subject to approval

The favour of a very early action is requested.

I have to

Yours

16/8/67

Tel. Address :—"Sandal Bangalore"

SANDALWOOD OIL FACTORY
SANKEY'S LODGE

Bangalore, 7th October 1929.

No. 1789/2

FROM

THE DIRECTOR,
SANDALWOOD OIL FACTORIES IN MYSORE,
BANGALORE.

OFFICE OF THE ... COUNCIL
13 OCT. 1929
No. 2309

DEVELOPMENT BRANCH
3265
12 OCT. 1929

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Development Departments.

Sir,

with reference to your letter No. 2044 dated the 21st of Augus 1929, forwarding copies of the new Distillation and Sales Agreement with Messrs. W.J. Bush & Co., for suggesting changes in the terms i I consider any necessary, I have the honour to submit herewith my views on some of the clauses (vide enclosures) and to state that, a I am not aware of the method of crushing of wood by our present dis- tillers, I am not in a position to say whether they are collecting any baloon dust and, if so, whether they are or are not mixing it with the powder for distillation as was the practice some time back even in our factories. I have addressed a letter to Mr. N. Madhava Rao requesting him to let me know whether Messrs. Bush & Co., are collecting any baloon dust and, if so, how they have been disposing of it. I may add for your information that balloon dust is collect only when superior class of wood is crushed, and the quantity obtai may be taken approximately at about a Cwt. for every 20 tons of wood crushed. At this rate, Messrs. Bush & Co., should collect about 2 Cwts. at least for the 500 tons of superior wood consigned to them every year, and I think they should be requested to account for this

fairly

fairly large quantity.

I shall submit a separate report regarding the railway and shipping facilities to be obtained.

I have the honour to be,

S i r,

Your most obedient servant,

W. S. Hall

Director.

Appendix F G—1

31

SUBJECT.....

.....

.....

Section S.D.8.

File No. 2.29

Serial No. 11

No. D 15747/15

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *192*

To

The Govt. S.D.8.

Date of issue 2/1/30

Signed by [signature]

Sir,

With reference to your letter No. 178997/29 furnishing your remarks on the several clauses of the draft agreements proposed to be entered into with the Messrs Bush Ltd. I am directed to forward herewith copies of the revised ~~amended~~ drafts. The same may be sent to the Company by you and if they accept

over

List of enclosures.....

Copied by.....

Examined by.....

herein, they might execute
them and send them to you
for execution on your part.

I have to

D 7548/draft agmt. Water

copy here T.C.'s for information,
with copy of draft agreement

Subject. Cap
appd

28/12

Byz.

Water.

16.27.12.
29.

Tel. Address :—"Sandal Bangalore"

GOVERNMENT OF MYSORE

Reply attended to 3/4/30

No. 5300

SANDALWOOD OIL FACTORY
SANKEY'S LODGE

Bangalore, 3rd April 1930.

8573

FROM

THE DIRECTOR,

SANDALWOOD OIL FACTORIES IN MYSORE,

BANGALORE.

S.O.F. 2-23.12

To

The Secretary to the Government of

His Highness the Maharaja of Mysore,

Development Departments.

Sir,

I have the honour to forward herewith copy of a letter dated the 21st of February 1930 received from Messrs. W.J. Bush & Co., regarding the revised draft Agreements sent to them for execution, and to state that they have taken objection to the proviso in Clause 4 of the Distilling Agreement relating to the Optical Rotation and the Santalol percentage. As rectification and purity are more important than Optical Rotation and, as the Agents assure us that the oil to be supplied by them would be absolutely pure and unadulterated and would satisfy the United States and the British Pharmacopoeiae, I request sanction of Government to the retention of the clause as it stood in the original Agreement without imposing a limit on the Optical Rotation and the Santalol percentage. Early orders of Government may kindly be obtained, to enable the Agents to execute the Agreements at an early date.

I have the honour to be,

S i r,

Your most obedient servant,

M. S. Rao

Director.

# GOVERNMENT OF MYSORE

TEL. ADDRESS:
"SANDAL", BANGALORE & MYSORE

SANDALWOOD OIL FACTORY

Bangalore, 3rd April 1930.

Copy of letter dated the 21st of February 1930 from Messrs. W.J. Bush & Co., New York, to the Director, Sandalwood Oil Factory, Bangalore.

=====

We confirm our last of 21st instant and are in receipt of your letters of January 13th, 15th and 23rd.

Revised Draft Agreements: These have just come to hand and we have not had time to carefully note any differences from the original ones: but with reference to the Distilling Agreement, under Clause 4 you have added a proviso that the Oil shall have an Optical Rotation of not less than -16 degrees and a Santalol content of 91.5 percent.

As you know, the trade here have learned to appreciate the quality of the Oil they have been getting from us; and the leading firms here frankly state that they look upon our Mysore Oil as the standard of quality. In this connection, we note that you agree with us regarding the importance of rectifying the Oil. Rectification does, however, tend to, in a slight degree, bring down the Rotation. Without rectification, there would be no difficulty in our undertaking to produce the higher limits; but as before stated, we share your opinion that rectification is of the utmost importance.

We are confident that we can give you satisfactory figures; but we do not feel justified in including in the Agreement specifications other than those demanded by the United States and British Pharmacopoeiae,

Pharmacopoeiae, and that the Oil shall be absolutely pure and unadulterated, which is according to original specification.

As an example of how the trade here has learned to appreciate the quality of the Oil with which we are supplying them, we would point out that Eli Lilly & Co., about December last purchased some Sandalwood Oil from Ungerer & Co., which was stated to have been imported from Amsterdam. Lilly advised our representative that they had had to accept delivery of the Oil as they found it complied with the U.S.P., but they found the quality very much inferior to our Mysore Oil, which they regard as standard.

All circumstances considered, we trust you will agree to having Clause 4 stand as in the original draft.

Sandalwood: We trust that you will find it possible to ship 100 tons in March.

=======

Director.

Appendix F G—1

SUBJECT.....

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Section S. D. 7

File No. 2-29

Serial No. 13

No. D. 590

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *192*

To

The Hon'ble S. D. P.

.....

Date of issue 16/9/29

Signed by K. G. V. Iyengar

Sir,

With reference to your letter No. S. 3009 3rd April 1929 stating that Messrs Bush Bros. have taken objection to the provision in cl. 4 of the existing agreement relating to optical rotation, and suggesting the retention of the clause as it stood in the original agreement, I am directed to state

over

List of enclosures.....

Copied by.....

Examined by.....

250.

That the Specification of the distillers may be accepted.

Dairy Research Institute requirements may be made for the prompt execution of the drawings.

Thanks

Enquiry

14.4.30

D 11691 for order.

W-W4L3W, Cog & T.C.

Tel. Address :—"Sandal Bangalore"

37

SANDALWOOD OIL FACTORY
SANKEY'S LODGE

Bangalore, 24th June 1930

GOVERNMENT OF MYSORE

No. 6864/1

Refer please
NR
25-6-30
Eng.

FROM

THE DIRECTOR,

SANDALWOOD OIL FACTORIES IN MYSORE,

BANGALORE.

GEN. & REV. DEPTS. 11036 26 JUNE 1930 DEVELOPMENT COUNCIL

S.O.F. 2-29-14.

To

N. Rama Rao, Esq., B.A., B.L.,
Secretary to the Government of
H.H. the Maharaja of Mysore,
Development Departments, Bangalore.

Sir,

I have the honor to forward herewith an extract from letter dated the 23rd May 1930 received from Messrs. W.J. Bush & Co., of New York regarding Clause 3 of the Distilling Agreement and to state that the modifications suggested by the firm may be accepted. I request you kindly to obtain approval of Government to the modification of clause 3 as suggested by the Agents, at an early date, to enable me to write to them to expedite the execution of the agreements

I have the honor to be,
S i r,
Your most obedient servant,

W. J. Bush

Director.

NRR

Extract fromLetter dated 23rd May 1930 from Messrs. W.J. Bush & Co., New York, to the Director, Sandalwood Oil Factories, Bangalore:--

---

x x x

We have been through the draft Agreements in consultation with our Lawyer, Mr. Harold H. Bowman, and would refer you to Clause 3 of the Distilling Agreement. Mr. Bowman advises us that we would not be empowered to make claims under policies taken out in your name unless in possession of a special Power of Attorney from you authorizing us to do so. We would, therefore, suggest that claims for loss under your policies should continue to be filed from your end; we of course giving you all assistance possible to enable you to obtain settlement. If, however, you are desirous of giving us a special Power of Attorne to act for you, we will be pleased to do so.

In the presumption that you will wish to continue making claims at your end, we suggest that the wording of Clause 3 should be changed to read as follows:--

"Clause 3. Sandalwood shall be despatched by the Director, all charges paid, including freight and insurance, to the Port of New York. The wood shall be cleared from the steame by the Company, and shall be weighed on landing by a Public Weigher, and the certified weight, which will be duly reported to the Director, shall be accepted by both the parties. In the event of it becoming necessary for the Government to make claims under cover of the insurance policy, the Company

P.T.O.

Company shall render all practicable assistance to enable the Government to obtain settlement.

The cost of clearing, weighing and transportation of the wood to the Company's factory shall be borne by the Company. The bags in which the wood is received shall be sold and the proceeds credited to the Government".

As soon as we receive your reply on the above subject, we will execute revised agreements.

---

"Extract".

Director.

*Tel. Address :—"Sandal Bangalore"*

GOVERNMENT OF MYSORE

SANDALWOOD OIL FACTORY
SANKEY'S LODGE

*Bangalore,* 4th October 1930.

GEN. & REV. SECRETARIAT
2967
8 OCT 1930
DEVELOPMENT BRANCH.

No. 1635

FROM

THE DIRECTOR,

SANDALWOOD OIL FACTORIES IN MYSORE,

BANGALORE.

To

B. Narayanaswamy Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore, Development Departments,
Bangalore.

Sir,

11036 Dt. 2.29.14. I have the honor to invite your kind reference to my letter No.6864 dated the 24th June 1930 requesting you kindly to obtain approval of Government to the modification of Clause 3 of the Distillation agreement as suggested by Messrs. Bush & Co., in their letter dated the 23rd May 1930, and to request the favour of an early reply thereto, to enable me to write to the Agents to expedite the execution of the agreement.

I have the honor to be,
S i r,
Your most obedient servant,
W. S. Mathias
Director.

The main file was sent to the L.A. on 8-7-30. This may be sent to him in connection for favour of returning our file with his opinion

13/10/30

13-10-30

13/10

L.R. with Compts.

13/10

14/10

file herewith returned with L.R's opinion

14/10

*Tel. Address:*—"Sandal Mysore"

SANDALWOOD OIL FACTORY

Bangalore ~~Mysore~~ 24th Octr. 1930.

No. 1919.

Submitted:--

At present our sandalwood is insured against the following risks from the time it leaves the Factory till it is delivered in New York:--

> "F.P.A. conditions including theft, pilferage, and non-delivery irrespective of percentage notwithstanding the F.P.A.warranty. Including shortage caused by breakage of bags -- irrespective of percentage".

If any bags are not delivered in India, we claim compensation for them from the Railway Companies and for losses in weight of sandalwood due to pilferage, theft or breakage of bags, from the Insurance Underwriters.

It is the Director that insures these consignments with firms in India and I think it must be he that should correspond with them re: compensation, as he will be in the know of all facts to put forward any claim for compensation. It may happen that a firm with whom the Director has insured may not have a branch in New York in which event Messrs. Bush & Co. in New York even though empowered by a special power of attorney, will have to put forward the claim with the firm in India - a thing which the Director himself could do with advantage. Assuming that the Insurance Underwriter had a branch in New York, the claim put forward by Messrs. Bush & Co. with them would only be referred to the firm in India for taking necessary action with the Insurance Underwriters. I therefore submit that no material advantage would be gained in empowering Messrs. Bush & Co., to attend to this work, specially as no time limit is fixed by the Insurers within which to put forward our claim for compensation.

Messrs. Bush & Co., may, acting on our behalf, arrange to obtain a Surveyor's Certificate if the losses are covered by the risks insured against. The Director, on receipt of a report and this certificate, can then take necessary action at this end.

Director.

Appendix F G—1

SUBJECT.....

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Section 8of

File No. 2-29

Serial No. 15

No. D 5-337

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *193* .

To

The Hon. S. D. F.

Sir,

Date of issue 15/11/30

Signed by Mr HS Ramadan

With reference to the correspondence ending with your letter No 6864 G24 dated 4th June 1930 and No 2016 No. 21b29 G4 dated NW. 4th regarding the adoption of Cl. 3 of the Whitley agreement as proposed by Messrs Bush Hon in their letter of 23rd May 1930 I am directed to state that the proposal

List of enclosures.....

Copied by.....

Examined by.....

[over

Suggested by Messrs Burch Bros.

may be accepted as recommended by us.

I am to request that arrangements

may be made for the execution of

the agreements without further delay.

Yours &c

Secy

B/5-338 12/11/30 For Secr. 13/11

15/11/30

188-1211 30. Copy sent - T.C. for information. 13/11

Ed

Appendix F G—1

SUBJECT.....

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Section S.D.7.

File No. 2-29

Serial No.

No. 8257

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *193* .

To The Asst. S.D.O.

Date of issue 9.2.31

Signed by M. Venkata Rao.

Sir,

I am directed to invite your attention to the correspondence ending with this office letter No. D.5337 Sett 2-29-15 dt. 15.4.30 regarding the execution of agreements by Messrs Bush Bros. and to request to be informed if the agreements have been duly executed. If not, this must be arranged by the

List of enclosures.....

Copied by.....

Examined by.....

[over

WD 02559—GPB—25,000—25-6-30

Get executed immediately
and copies thereof subject
Ejector for record

Thanks
MCG
for Steve

(561)

# GOVERNMENT OF MYSORE

TEL. ADDRESS:
"SANDAL", BANGALORE & MYSORE

SANDALWOOD OIL FACTORY

Bangalore, 16th February, 1931.

GEN. & REV. SECRETA. 6267 8 FEB. 1931 DEVELOPMENT BRANCH.

3506

FROM

C. Ranganatha Rao Sahib Esq., B.A., B.L.,
Director of Sandalwood Oil Factories,
Bangalore.

TO

B. Narainsamiengar, Esq., B.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore,
Development Department,
Bangalore.

SIR,

With reference to your letter No.D.8259/S.O.F. 2-29 dated 9-2-31, requesting to be informed whether the distillation and selling agreements have been executed by Messrs. Bush & Co., New York, I have the honour to state that I have received by the last mail copies of the agreements duly executed by them. I am examining these agreements and they will in due course be submitted to Government.

I have the honour to be,

Sir,

Your most obedient servant,

C Ranganatha Rao Sahib

DIRECTOR.

Submitted for perusal.
The receipt of the copies of the agreements will be awaited

GEN. & REV. SECRETARIAT 21 FEB 1931 DEVELOPMENT BRANCH.

*Tel. Address :—"Sandal Bangalore"*

4b

SANDALWOOD OIL FACTORY

*Bangalore,* 16th March *1931.*

D 6714

No. 4138/2 19 3 31 mm 26/3/31

FROM

C. RANGANATHA RAO SAHIB, ESQ., B.A., B.L.,

DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,

BANGALORE.

SoF 2-29-16

TO

The Secretary to Government of His Highness
the Maharaja of Mysore,
Development Departments,
Bangalore.

Sir,

In continuation of my letter No.3816 dated 16th February 1931, I forward herewith two copies of the Distillation and Sales Agreements submitted by Messrs. W. J. Bush & Co. of New York. In their letter forwarding the agreements, the Company point out that the Sales Agreement stipulates that all sales must be made in 25 lb. containers, but that sales in 5 lb. bottles have been authorised. I think the company may be addressed that there will be no objection in effecting sales in 5 lb. bottles provided the bottles are sealed with Mysore Government Seal.

I have the honour to be,

Sir,

Your most obedient servant,

C Ranganatha Rao Sahib

DIRECTOR.

mm

17

Appendix F G—1

SUBJECT.....

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Section 88F

File No. 2-29

Serial No. 17

No. D-9490

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *193* .

To

The Dri, S.O.F.

Date of issue 10:4:36

Signed by Dr. M.S.R.

Sir,

With reference to your letter no. 41388 of 16th March '31 forwarding copies of Distillation and Sale agreements entered by messrs Burden Bros. I am directed to request you to be so good as to obtain and forward the original stamped and registered agreements for being sent to the Comptroller for safe custody. I am also to request you to arrange to

List of enclosures.....

Copied by.....

Examined by.....

[over

Send copies of the agreements to the T.P. and Comptroller for info in their respective offices.

As regards the Sale of S. oil in bottles it is proposed later, the Co may be informed that there will be no objection to such sales provided the bottles are sealed with Mfg. Govt. Seal, as proposed by you.

Yours sd

MM 6/4

D Levy.

14.6.64/21.

507

# GOVERNMENT OF MYSORE

ADDRESS FOR TELEGRAMS:
SANDAL
BANGALORE
CODE USED: "BENTLEY'S"

SANDALWOOD OIL FACTORY

Bangalore, 20th April 1931.

No. D.0.4585
Enc.

D 7237

Dear Sir,

With reference to your letter No. D.9490/S.O.F. 2-29-17 dated 10th April 1931, requesting me to forward the original stamped and registered agreements for being sent to the Comptroller for safe custody, I write to request you to kindly return the copies of agreements I had forwarded with my letter No. 4138 dated 16th March 1931, to enable me to take necessary action immediately.

Yours sincerely,

C Ranganatha Rao Sahib

N. Rama Rao Esq., B.A., B.L.,
Secretary to Government,
Development Departments.

RG
23/4/31

MCR 23/4/31

Appendix F G—1

SUBJECT.....

.....

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Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 193

Date of issue 1/5/31

Signed by H. M. S. Rainsbury

List of enclosures.....

Copied by.....

Examined by.....

Section 8 of F.

File No. 2-29

No. Serial No.

No. Genl. : 2.

D 9557/Rev (2)

To

The Dist. S. D. F.

Dear Sir,

I am directed to return herewith the agreement executed by messrs Bush Ltd as desired by you in letter no. DO 4582 of 20/4/31 and to request that Copies of same may be kindly sent to this office for reference. The despatch of the original registered documents may kindly be expedited.

Yours

25/4/31

Over

57

Appendix F G—1

SUBJECT.....

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.....

Section S.O 07.

File No. 2.29

Serial No.

No. D 839

*Diary No. of letter replied to*.....

General and Revenue Secretariat

( )

*the* *193* .

To

The Dir. S.O.F.

Date of issue 8/8/31

Signed by H.H.S. Nanavati

Sir,

I am directed to invite a reference to this office letter no D-9535/1 for 2.29-9 18th May 1931 and to request that the agreements executed by messrs Rusch Bros. may be sent-early for record in this office.

I have etc

MR 4/8/31

For D. Secy

List of enclosures.....

Copied by.....

Examined by.....

[over

WD 02559—GPB—25,000—25-6-30

Tel. Address :—"Sandal Bangalore"

GOVERNMENT OF MYSORE

SANDALWOOD OIL FACTORY

Bangalore, 19th August 1931.

No. 709

GEN. & ADMN. 768 APPAT.

20 AUG. 1931

DEVELOPMENT BRANCH.

FROM N. RAMA RAO ESQ., B.A., B.L.,
~~XXXX

Tel. Address :—"Sandal Bangalore"

GOVERNMENT OF MYSORE

SANDALWOOD OIL FACTORY

D 923 53

Bangalore, 29th August 1931.
1st Sept 31.

No. 879/1

DEVELOPMENT DEPT. CH.

FROM N. RAMA RAO ESQ., B.A., B.L.,
~~XXXRANGANATHACHARXOKSAHYBXESQXBAXBAL~~
DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,
BANGALORE.

Recd 2/9/31
Dy. secy. to be attended
Put up papers

To

The Secretary to the Government of Mysore,
Development Department, BANGALORE.

Sir,

In continuation of my letter No.707 dated 19th August 1931, I have the honour to enclose herewith copy of a letter I have received from the District Registrar, Bangalore District, in connection with the agreements sent to him for registration. As he states, ~~that~~ under section 18 clause D. of the Registration Regulation, the registration of these agreements (which are dealing with movables) is only optional am not compulsory. I am of opinion that the registration of these documents may not be insisted upon as otherwise an authorised power of Attorney for the appearance of Messrs. Bush & Co. will be necessary. I therefore ~~also~~ request that sanction of Government may kindly be obtained to send one copy of the agreement which has been received duly stamped from the Deputy Commissioner to the Comptroller for safe custody without being registered. I may also state that the period of this agreement has ~~also~~ expired by the end of 12th July 1931.

I have the honour to be,

Sir,

Your most obedient servant,

N Rama Rao

DIRECTOR.

num

Office of the District Registrar,
Bangalore District,

No. C.R. 15/31-32 Dated 28th August 1931.

From K.V. Anantaraman Esq., B.A.,
District Registrar,
Bangalore District.

To
The Director of Sandalwood Oil Factory in Mysore,
Bangalore.

Sir,

With reference to your letter No. 247 dated 15th July 1931 addressed to the Deputy Commissioner in the matter of certifying the agreement (between yourself and Messrs. W.J. Bush & Co., New York City U.S.A) with stamp duty and getting them registered I have the honour to state that they were duly certified with stamp duty on 12-8-31.

(2) Under section 18 (clause d) of the Registration Regulation the registration of these agreements (which are dealing with movables is only optional (not compulsory).

(3) If you desire to have these agreements registered "Registration Fees" as per details noted below (Rs.3954) and a duly authorised power of Attorney for the appearance of Messrs. Bush & Co., are necessary.

(4) Your appearance is however exempt under section 88 of the Registration Regulation.

(5) I request that the documents may be sent back if you think that they should be registered.

I have the honour to be,

Sir,

Your most obedient servant,

(Sd). S. Kappuswami Iyer.

District Registrar,
Bangalore District.

Distilling Agreement.

| | | | |
|---|---|---|---|
| Maximum value | Rs.3,30000/- | Registration fee | Rs.958/- |
| Penalty undersection 24 (3 - extra words | | | Rs. 3-4-0 |
| | | | Rs.961-4-0 |
| | | | Rs.2883-12-0 P.t. |

| | |
|---|---|
| B.F.O. | Rs.3845/- |
| Extra Fee | Rs.10-0-0 |
| | Rs.3855-0-0 |

(2) Duplicate of -do-

| | |
|---|---|
| On words | Rs. 4-0-0 |
| Penalty | Rs.12-0-0 |
| Extra fee | 10-0-0 |
| | Rs.26-0-0 |

(3) Sales Agreement:-

| | | |
|---|---|---|
| Value not determinable | fee. | Rs.6-0-0 |
| Extra words. | | Rs.3-4-0 |
| | | Rs. 9-4-0 |
| Penalty (3 times) | | Rs.27-12-0 |
| Extra fee. | | Rs.10-0-0 |
| | | Rs.47-0-0 |

(4) Duplicate -do-

| | |
|---|---|
| On words | Rs.4-0-0 |
| Penalty. | Rs.12-0-0 |
| Extra fee | Rs.10-0-0 |
| | Rs.26-0-0 |

GRAND TOTAL Rs.3954-0-0

(Sd). S. Kuppaswamy Iyer.

for District Registrar,
Bangalore District.

"copy"

N. Bhavani Shankar

Appendix F G–1]

56

SUBJECT

Section S.D.7.

File No. 2-29

Serial No. 18

Diary No. of letter replied to

No. D/1789

To The Dir. S.D.F.

Sir

With reference to your letter no. 8789 18th Sept: 1931 stating that the registration of the agreements executed by Messrs Bosch & Co. need not be insisted upon, I am directed to state that the documents may be registered in the circumstances represented by you. One of the agreements by Messrs Bosch & Co. may however be sent to this office for record.

I have etc.

7.9.31

General and Revenue Secretariat

( )

the 193 .

Date of issue 20/9/31

Signed by W. M. S. Warren

List of enclosures

Copied by

Examined by

57

No 01759 / 2059/31

For 2-25-15

B.T.Kesaviengar, Esq., B.A.,

The Director of Sandalwood Oil Factory,

Bangalore.

With reference to your letter No.879 dated 1st September 1931 stating that the registration of the agreements executed by Messrs. ~~Best~~ Bush & Co., need not be insisted upon, I am directed to state that the documents need not be registered in the circumstances represented by you. One copy each of the agreements by Messrs. ~~Best~~ Bush & Co., may however be submitted to Government for record.

I have the honour to be,

Sir,

Your most obedient servant,

For Secretary to Government,
Development Department.

MK.2

Tel. Address :—"Sandal Bangalore"

GOVERNMENT OF MYSORE

57 SANDALWOOD OIL FACTORY

Bangalore, 2nd Oct: 1931.

No. 1451/K

D 13/C

GEN. & REV. SECRETARIAT
5 OCT. 1931

FROM N. RAMA RAO ESQ., B.A., B.L.,
~~VENKANGANNAIYA RAOSAHIB, ESQ., B.A., BL.,~~
DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,
DEVELOPMENT BRANCH,
BANGALORE.

DEVELOPMENT SECR...
3 OCT 31

To

The Secretary to the Government of Mysore,

Development Department, BANGALORE.

Sir,

With reference to your letter No.D.1789/S.O.F. 2-29-8 dated 30th September 1931, directing that agreements of Messrs. W.J. Bush & Co., need not be registered under the circumstances explained by me, I have the honour to enclose herewith copies of these agreements for the information of Government. The original stamped copy will be sent to the Comptroller for safe custody as usual, while the duplicate will be sent to Messrs. W.J. Bush & Co. by this mail.

I have the honour to be,

Sir,

Your most obedient servant,

N. Rama Rao

DIRECTOR.